

DEPT OF TRANSPORTATION  
DOCKETS

In the Matter of:

Accent Movers, Inc.,

Respondent.

Docket No. FMCSA-2007-0089

(Southern Service Center)

Hearing before U.S. Administrative Law Judge Richard C. Goodwin

June 15 – 19, 2009

# FAA Exhibit List

#	Description	ID	IN
1	MC Details 7/20/07 - 2 pp	X	X
2	MCS - 150 dtd 3/20/06 - 1 pp	X	X
3	Cy of Accent Movers website a/o 7/6/07- 3 pp	X	X
4	email dtd 5/17/07 Coogan to leal - 1 pp	X	
5	Cy of "Customer Form Saved" dtd 8/31/06 9:39 - 3 pp	X	X
6	Cy of "Customer Form Saved" dtd 8/31/06 10:51 - 3 pp	X	X
7	Cy of emails final - 4 pp	X	X
8	Hshld Goods Proposal and Contract for Moving dtd - 2 pp	X	X
9	Checking statement dtd 10/5/06 - 2 pp	X	X
10	Compliance Review Part A dtd 5/17/07 - 8 pp	X	X
11	Compliance Review forms dtd 5/17/07 - 2 pp	X	X
12	Handwritten memo on Moreno employment dates - 1 pp	X	X
13	Booked search results	X	
14	Sta of Ws dtd 2/11/09 - 3 pp	X	X
15	TC memo dtd - 2 pp	X	
16	Req for Admissions	X	
17	Ans to Req for Admissions	X	
18	First Set of Interrogatories	X	
19	Responses to FMCSA First Set of Interrogatories	X	X
20	Cvr ltr and Responses to FMCSA First Set of Interrogatories	X	X
21	FMCSA Req for Production	X	
22	R Response to Req for Production of Documents	X	X
23	Cvr ltr R Response to Req for Production of Documents	X	X
24	Cy of Cashier's check dtd 8/31/06	X	X
25	Investigative Report 6/11/09	X	X
26	Accent Movers website a/o 5/12/09	X	X
27	Appl for MC Authority dtd 10-23-00	X	X
28	Able Bodied Movers webpage - 6 pp	X	X
29	Accent Movers website a/o 6/9/09 - 5 pp	X	X
30	no exhibit	NA	NA
31	Able Bodied Movers webpage dtd 2/24/09 - 3 pp	X	X

Menu 

## Motor Carrier Details

US DOT:	703784	Docket Number:	MC325452	
Legal Name:	ACCENT MOVERS, INC.			
Doing-Business-As Name:	ACCENT MOVERS			
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
6401 BRADLEY, SUITE E HALTOM CITY TX 76117	(817) 834-5377			NO
Authority Type	Authority Status	Application Pending		
Common	INACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
Property	Passenger	Household Goods	Private	Enterprise
NO	NO	YES	NO	NO
Insurance Type	Insurance Required	Insurance on File		
BIPD	\$750,000	\$0		
Cargo	YES	NO		
Bond	NO	NO		

## BOC-3: NO

Older process agent filings may not be shown in the data base. To inquire if a carrier has process agents even if they are not shown here, please call 202-385-2423 M-F 8:00 AM - 4:30 PM EST or 202-385-2400 after hours and holidays to leave a message.

[Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#)

Friday, July 20, 2007 at 10:52:00

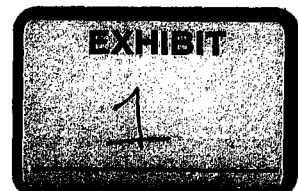
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United States Department of Transportation - Federal Motor Carrier Safety Administration

6/16/09

ID





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### Authority History

US DOT:	703784	Docket Number:	MC325452		
Legal Name:	ACCENT MOVERS, INC.				
Sub	Auth Type	Original Action		Disposition	
	HOUSEHOLD GOODS COMMON CARRIER	GRANTED	12/24/1997	REVOKED	06/16/1998

[Carrier Details](#) | 
 [Active/Pending Insurance](#) | 
 [Rejected Insurance](#) | 
 [Insurance History](#) | 
 [Pending Application](#) | 
 [Revocation](#) |

Friday, July 20, 2007 at 10:52:18

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 [DOT Home](#) | 
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United States Department of Transportation - Federal Motor Carrier Safety Administration



①mc2/4-12-06. ②mc2/4-13-06/UPD.

Reference # 703784-12-22511-20060301

OMB No. 2126-0013

U.S. Department of Transportation  
Federal Motor Carrier  
Safety Administration

## MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT Number)

REASON FOR FILING (Check Only One)

☐ NEW APPLICATION ☐ BIENNIAL UPDATE OR CHANGES ☐ OUT OF BUSINESS NOTIFICATION ☒ REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER ACCENT MOVERS INC				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME																																																																																				
3. PRINCIPAL STREET ADDRESS/ROUTE NUMBER 2616 WEAVER STREET		4. CITY HALTOM CITY		5. MAILING ADDRESS (P O BOX) 2616 WEAVER STREET		6. MAILING CITY HALTOM CITY																																																																																		
7. STATE/PROVINCE TX	8. ZIP CODE+4 76117	9. COLONIA (MEXICO ONLY)		10. STATE/PROVINCE TX	11. ZIP CODE+4 76117	12. COLONIA (MEXICO ONLY)																																																																																		
13. PRINCIPAL BUSINESS PHONE NUMBER (817) 834-6377		14. PRINCIPAL CONTACT CELLULAR PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (817) 834-3699																																																																																				
16. USDOT NO. 703784	17. MC OR MX NO 325452	18. DUN & BRADSTREET NO.		19. IRS/TAX ID NO. EIN# 75-2317010 SSN#		20. INTERNET E-MAIL ADDRESS																																																																																		
21. COMPANY OPERATION (Circle all that apply) <input checked="" type="checkbox"/> Interstate Carrier <input type="checkbox"/> Intrastate Hazmat Carrier <input type="checkbox"/> Intrastate Non-Hazmat Carrier <input type="checkbox"/> Interstate Shipper <input type="checkbox"/> Intrastate Shipper <input type="checkbox"/> Vehicle Registrant Only																																																																																								
22. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 0																																																																																								
23. OPERATION CLASSIFICATION (Circle All that Apply) <input checked="" type="checkbox"/> Authorized For-Hire <input type="checkbox"/> Private Passengers (Business) <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Local Government <input type="checkbox"/> Exempt For-Hire <input type="checkbox"/> Private Passengers (Non-Business) <input type="checkbox"/> Federal Government <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Private Property <input type="checkbox"/> Migrant <input type="checkbox"/> State Government <input type="checkbox"/> Other																																																																																								
24. CARGO CLASSIFICATIONS (Circle All that Apply) A. GENERAL FREIGHT <input checked="" type="checkbox"/> HOUSEHOLD GOODS <input type="checkbox"/> METAL: SHEETS, COILS, ROLLS <input type="checkbox"/> MOTOR VEHICLES <input type="checkbox"/> DRIVE AWAY/TOWAWAY <input type="checkbox"/> LOGS, POLES <input type="checkbox"/> BEAMS, LUMBER <input type="checkbox"/> BUILDING MATERIALS <input type="checkbox"/> MOBILE HOMES <input type="checkbox"/> MACHINERY <input type="checkbox"/> LARGE OBJECTS <input type="checkbox"/> FRESH PRODUCE <input type="checkbox"/> LIQUIDS/GASES <input type="checkbox"/> INTERMODAL CONT. <input type="checkbox"/> PASSENGERS <input type="checkbox"/> OIL FIELD EQUIPMENT <input type="checkbox"/> LIVESTOCK <input type="checkbox"/> GRAIN, FEED, HAY <input type="checkbox"/> COAL/COKE <input type="checkbox"/> MEAT <input type="checkbox"/> GARBAGE, REFUSE, TRASH <input type="checkbox"/> U.S. MAIL <input type="checkbox"/> CHEMICALS <input type="checkbox"/> COMMODITIES DRY BULK <input type="checkbox"/> REFRIGERATED FOOD <input type="checkbox"/> BEVERAGES <input type="checkbox"/> BB. CONSTRUCTION <input type="checkbox"/> Y. PAPER PRODUCTS <input type="checkbox"/> CC. WATER WELL <input type="checkbox"/> Z. UTILITY <input type="checkbox"/> DD. OTHER <input type="checkbox"/> AA. FARM SUPPLIES																																																																																								
25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C - CARRIED S - SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGES C S A. DIV 1.1 B NB C S K. DIV 2.2A (AMMONIA) B NB C S U. DIV 4.2 B NB C S EE. HRCQ B NB C S B. DIV 1.2 B NB C S L. DIV 2.3A B NB C S V. DIV 4.3 B NB C S FF. CLASS 6 B NB C S C. DIV 1.3 B NB C S M. DIV 2.3B B NB C S W. DIV 5.1 B NB C S GG. CLASS 8A B NB C S D. DIV 1.4 B NB C S N. DIV 2.3C B NB C S X. DIV 5.2 B NB C S HH. CLASS 8B B NB C S E. DIV 1.5 B NB C S O. DIV 2.3D B NB C S Y. DIV 6.2 B NB C S II. CLASS 9 B NB C S F. DIV 1.8 B NB C S P. CLASS 3 B NB C S Z. DIV 6.1A B NB C S JJ. ELEVATED TEMP MAT B NB C S G. DIV 2.1 B NB C S Q. CLASS 3A B NB C S AA. DIV 6.1B B NB C S KK. INFECTIOUS WASTE B NB C S H. DIV 2.1PG B NB C S R. CLASS 3B B NB C S BB. DIV 6.1P (Poison) B NB C S LL. MARINE POLLUTANTS B NB C S I. DIV 2.1(METHANE) B NB C S S. COMB LIQ B NB C S CC. DIV 6.1SOLID B NB C S MM. HAZARDOUS SUB(RQ) B NB C S J. DIV 2.2 B NB C S T. DIV 4.1 B NB C S DD. CLASS 7 B NB C S NN. HAZARDOUS WASTE B NB C S OO. ORM B NB																																																																																								
26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S. <table border="1"><thead><tr><th rowspan="2"></th><th rowspan="2">Straight Trucks</th><th rowspan="2">Truck Tractors</th><th rowspan="2">Trailers</th><th rowspan="2">HazMat Cargo Tank Trucks</th><th rowspan="2">HazMat Cargo Tank Trailers</th><th rowspan="2">Motor Coach</th><th colspan="3">School Bus</th><th colspan="2">Mini-bus</th><th colspan="2">Van</th><th colspan="2">Limousine</th></tr><tr><th colspan="6">Number of vehicles carrying number of passengers (including the driver) below</th></tr><tr><th></th><th>1-9</th><th>9-15</th><th>16+</th><th>16+</th><th>1-9</th><th>9-15</th><th>1-9</th><th>9-15</th><th>1-9</th><th>9-15</th><th>1-9</th><th>9-15</th><th>16+</th></tr></thead><tbody><tr><td>OWNED</td><td>1</td><td></td><td>20</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>TERM LEASED</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>TRIP LEASED</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>									Straight Trucks	Truck Tractors	Trailers	HazMat Cargo Tank Trucks	HazMat Cargo Tank Trailers	Motor Coach	School Bus			Mini-bus		Van		Limousine		Number of vehicles carrying number of passengers (including the driver) below							1-9	9-15	16+	16+	1-9	9-15	1-9	9-15	1-9	9-15	1-9	9-15	16+	OWNED	1		20												TERM LEASED															TRIP LEASED														
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TERM LEASED																																																																																								
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27. DRIVER INFORMATION <table border="1"><thead><tr><th></th><th>INTERSTATE</th><th>INTRASTATE</th><th>TOTAL DRIVERS</th><th>TOTAL CDL DRIVERS</th></tr></thead><tbody><tr><td>Within 100-Mile Radius</td><td></td><td></td><td>1</td><td></td></tr><tr><td>Beyond 100-Mile Radius</td><td></td><td></td><td></td><td></td></tr></tbody></table>									INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS	Within 100-Mile Radius			1		Beyond 100-Mile Radius																																																																						
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Beyond 100-Mile Radius																																																																																								
28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes: _____ No: _____ If Yes, enter your U.S. DOT Number: _____																																																																																								
29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S) OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER) 1. SHANE GIBSON (Please Print Name) 2. _____ (Please Print Name)																																																																																								
30. CERTIFICATION STATEMENT (to be completed by an authorized official) I, _____, certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or the Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct and complete. Signature: _____ Date: 3-20-06 Title: Proprietor (Please print)																																																																																								



## ACCENT MOVERS, INC.

SERVICES

LOCAL MOVES

INTERSTATE MOVES

MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

TX DOT# 000537473b  
TxDOT. (800)299-1700

DALLAS: 972.284.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

### "OUR BUSINESS IS MOVING"

APARTMENTS \* HOMES \* OFFICES

LOCAL AND LONG DISTANCE

Serving the Metroplex since 1989.

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| • FREE IN-HOME ESTIMATES         | • FULL SERVICE MOVING COMPANY        |
| • SAME DAY SERVICE               | • EXPERIENCED PROFESSIONAL PERSONNEL |
| • PIANOS MOVED                   | • SUPERIOR PACKING SERVICE           |
| • TRUCK LOADING AND/OR UNLOADING | • STORAGE AVAILABLE                  |

### WE SELL PACKING SUPPLIES

FREE DISASSEMBLY/ASSEMBLY OF WASHERS\*  
DRYERS \* STANDARD BEDS\* \* DRESSER \* MIRRORS

Submit for a FREE estimate [online!](#)

Web Design by Moving Butler... Carports

6/14/09  
JD



**ACCENT**  
**MOVERS, INC.**

SERVICES

LOCAL MOVES

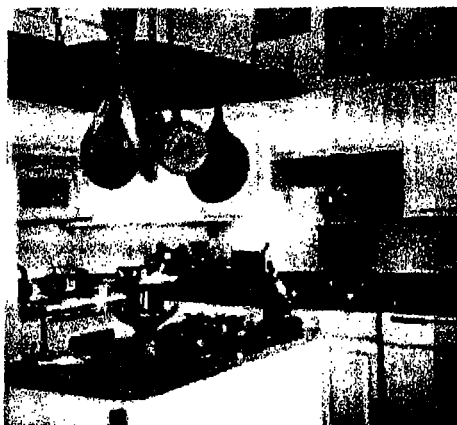
INTERSTATE MOVES

MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

**Services**

Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Accent strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are

locally owned and operated. Accent movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

**Jackson, Nancy <FMCSA>**

---

**From:** Leal, Mario <FMCSA>  
**Sent:** Thursday, January 29, 2009 10:07 AM  
**To:** Jackson, Nancy <FMCSA>  
**Subject:** FW: michele coogan (8 of 8)

**Mario Leal**  
**Safety Investigator**  
FMCSA / Laredo Field Office  
956-712-1385 #240  
Fax 723-1479

---

**From:** ml c [mailto:mailformickey@hotmail.com]  
**Sent:** Thursday, May 17, 2007 8:46 PM  
**To:** Leal, Mario <FMCSA>  
**Subject:** michele coogan

hi mario,

i have forwarded the emails i received from accent. I am having my neighbor fax you 4 pages. they will come from kenneth copeland ministries on Friday May 18. one of the documents (my receipt) is legal size so i copied it on two pages. it shows i paid \$4000 at delivery and had a \$4000 balance. In a section above that it shows i was charged \$5000 and paid \$1000 down. It has CC marked after it indicating a cashiers check. My bank does not keep records of cashiers checks, only the withdrawls. I have copied my bank statements showing dates and withdrawls marked with arrows.

I noted on the accent web pages that if i paid with a cashiers check i was to receive a \$500 discount. I did not receive this and have just now noted it.

The name of the driver was Mark Moreno 817-504-1932

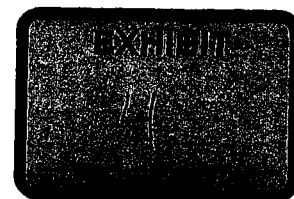
Thank you,

Michele Coogan  
817-523-0282  
817-602-0541 cell

---

Make every IM count. Download Messenger and join the i'm Initiative now. It's free.

*not offered*  
*IP*



Leal, Mario <FMCSA>

From: ml c [REDACTED]  
 Sent: Thursday, May 17, 2007 8:34 PM  
 To: Leal, Mario <FMCSA>  
 Subject: FW: Accent Movers Confirmation for move

From: <melissa@accentmovers.com>  
 Reply-To: <melissa@accentmovers.com>  
 To: [REDACTED]  
 Subject: Accent Movers Confirmation for move  
 Date: Thu, 31 Aug 2006 09:39:47 -0500

## Customer Form Saved

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Current Customer Search Records: 5000  
 Current Customer Booking Records: 3562



## Accent Movers

Fort Worth: (817)834-5377  
 2616 Weaver St. Fort Worth, Tx.  
 76117

Dallas: (972)264-7767  
 Tx.DOT #  
 000537473B

TxDOT - (800)299-1700  
 Re: Residential Relocation  
 Customer Identification Number (CID):f3161

Dear Mickey Coogan,

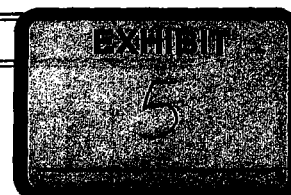
This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move. To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

### RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

first: mickey	last: coogan
home: [REDACTED] cell	cell: [REDACTED]

5/21/2007



OriginAddress: [REDACTED] tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: [REDACTED] n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress: [REDACTED] n	salesperson: jolie
HideABed: 1	Chair: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 2
ToolchestLarge: 1	BoxUnderFifty: 100
Other: 1-antq. stove, 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools 1691 miles \$1000.00 deposit	company: two

## PRICING: JT

***This proposal is for listed items and services only. Additional items and services may result in additional costs.***

Based on the items listed, if paid by Master Card or VISA, the total quote is: **\$5000.00**

- If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

**IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS : \$4500.00**

**Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.**

**This quote includes the following:**

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

2 of 3

## REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for **Accent Movers** to provide a guaranteed quote, an Itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "**Bonded and Insured**".
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering **Accent Movers**. We value your business and hope to hear from you soon.

Sincerely yours,



# Jolie Tanigawa

Jolie Tanigawa,  
Relocation Consultant

Email Customer: [mailformickey@hotmail.com](mailto:mailformickey@hotmail.com)

Estimated weight of shipment: 6123

Stair charge assessed: 1.01

From: Address: [redacted] tab court City: [sacramento] State: [ca] Zip: [95825]  
 TO: Address: [redacted] n. avenue d City: [springtown] State: [tx] Zip: [76082]  
[Get Directions](#)

## Intrastate

Mileage: [ ]  
 Weight: [6123]  
 Percent: [85]  
[Get Price](#)

## Interstate

Mileage: [ ]  
 Weight: [6123]  
 Percent: [40]  
[Get Price](#)

PC Magazine's 2007 editors' choice for best Web mail—award-winning Windows Live Hotmail.

5/21/2007

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**Leal, Mario <FMCSA>**

**From:** ml c [REDACTED]@hotmail.com]  
**Sent:** Thursday, May 17, 2007 8:28 PM  
**To:** Leal, Mario <FMCSA>  
**Subject:** FW: Updated Quote for Moving

**From:** <mellissa@accentmovers.com>  
**Reply-To:** <mellissa@accentmovers.com>  
**To:** "ml c" [REDACTED]  
**Subject:** Updated Quote for Moving  
**Date:** Thu, 31 Aug 2006 10:51:54 -0500

## Customer Form Saved

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

**Current Customer Search Records: 5000**  
**Current Customer Booking Records: 3563**



## Accent Movers

**Fort Worth: (817)834-5377**  
**2616 Weaver St. Fort Worth, Tx.**  
**76117**

**Dallas: (972)264-7767**  
**Tx.DOT #**  
**000537473B**

**TxDOT - (800)299-1700**  
**Re: Residential Relocation**  
**Customer Identification Number (CID):f3161**

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move. To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

### RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

first: <b>mickey</b>	last: <b>coogan</b>
home: [REDACTED] ell	cell: [REDACTED]

5/21/2007

EXHIBIT

6/16/09  
FD

OriginAddress: [REDACTED] tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: [REDACTED] n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress: [REDACTED] h	salesperson: jolie
HideABed: 1	Chair: 2
CoffeeTable: 1	EndTable: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	AreaRug: 2
GlassTop: 3	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 4
ToolchestLarge: 1	BoxUnderFifty: 175
Other: 1-antq. stove , 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools, 2-ch. lounge, 3-foldup chairs, 1-patio glider w/chairs & table, 4-antq. wooden wagon wheels, 1-wash tub 1691 miles \$1000.00 deposit	company: two

## PRICING: JT

***This proposal is for listed items and services only. Additional items and services may result in additional costs.***

Based on the items listed, if paid by Master Card or VISA, the total quote is: **\$5555.00**

- If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

**IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS : \$5000.00**

**Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.**

**This quote includes the following:**

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!

5/21/2007

- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

#### REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for **Accent Movers** to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "**Bonded and Insured**".
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering **Accent Movers**. We value your business and hope to hear from you soon.

Sincerely yours,

## Jolie Tanigawa

Jolie Tanigawa,  
Relocation Consultant

Email Customer: [mailformickey@hotmail.com](mailto:mailformickey@hotmail.com)

Estimated weight of shipment: 9054.5

Stair charge assesed: 1.01

From: Address: [redacted] tab court City: [sacramento] State: [ca] Zip: [95825]  
 TO: Address: [redacted] n. avenue d City: [springtown] State: [tx] Zip: [76082]  
[Get Directions](#)

### Intrastate

Mileage:

[redacted]

Weight:

9054.5

Percent:

85

[Get Price](#)

### Interstate

Mileage:

[redacted]

Weight:

9054.5

Percent:

40

[Get Price](#)

[More photos, more messages, more storage—get 2GB with Windows Live Hotmail.](#)

Leal, Mario <FMCSA>

**From:** ml c [REDACTED]  
**Sent:** Thursday, May 17, 2007 8:24 PM  
**To:** Leal, Mario <FMCSA>  
**Subject:** FW: Re: Accent Movers Confirmation for move

**From:** <melissa@accentmovers.com>  
**Reply-To:** <melissa@accentmovers.com>  
**To:** "ml c" [REDACTED]  
**Subject:** Re: Accent Movers Confirmation for move  
**Date:** Thu, 31 Aug 2006 10:52:43 -0500

I just checked with Shane and your total will be \$5000.00. Let me know if you have any questions.

----- Original Message -----

**From:** ml c  
**To:** melissa@accentmovers.com  
**Sent:** Thursday, August 31, 2006 10:31 AM  
**Subject:** Re: Accent Movers Confirmation for move

I forgot about my x-mas stuff, and some bins in the garage. make the boxes total 175 to be safe. What do we do if i guess over?

**From:** <melissa@accentmovers.com>  
**Reply-To:** <melissa@accentmovers.com>  
**To:** "ml c" [REDACTED]  
**Subject:** Re: Accent Movers Confirmation for move  
**Date:** Thu, 31 Aug 2006 10:07:15 -0500

Mickey,

Let me know what we need to add to the list and I'll let you know the cost. It shouldn't be that much because your main cost is the mileage and you've already been charged on that.

----- Original Message -----

**From:** ml c  
**To:** melissa@accentmovers.com  
**Sent:** Thursday, August 31, 2006 10:03 AM  
**Subject:** RE: Accent Movers Confirmation for move

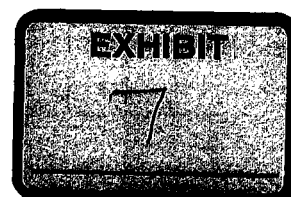
Hi Jolie,

There are many items not listed both that I mentioned to you in conversation and that I didn't recall when we talked. i know there will be room for them but my concern is not knowing the cost. How much more will overages cost me?

Thank You, Mickey

**From:** <melissa@accentmovers.com>  
**Reply-To:** <melissa@accentmovers.com>  
**To:** [REDACTED]  
**Subject:** Accent Movers Confirmation for move  
**Date:** Thu, 31 Aug 2006 09:39:47 -0500

5/21/2007



# Customer Form Saved

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Current Customer Search Records: 5000

Current Customer Booking Records: 3562



## Accent Movers

Fort Worth: (817)834-5377  
 2616 Weaver St. Fort Worth, Tx.  
 76117

Dallas: (972)264-7111  
 Tx.DOT #  
 000537473B

TxDOT - (800)299-1700  
 Re: Residential Relocation  
 Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move.  
 To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

### RELOCATION INFORMATION (If provided by customer):

Here is the information you have provided:

first: <b>mickey</b>	last: <b>coogan</b>
home: <b>[REDACTED]</b>	cell: <b>[REDACTED]</b>
OriginAddress: <b>[REDACTED] tab court</b>	OriginCity: <b>sacramento</b>
OriginState: <b>ca</b>	OriginZip: <b>95825</b>
FloorAtOrigin: <b>ground</b>	DestinationAddress: <b>[REDACTED] n. avenue d</b>
DestinationCity: <b>springtown</b>	DestinationState: <b>tx</b>
DestinationZip: <b>76082</b>	FloorAtDestination: <b>ground</b>
EmailAddress: <b>[REDACTED]</b>	salesperson: <b>jolie</b>
HideABed: <b>1</b>	Chair: <b>2</b>
EntertainmentCtr: <b>1</b>	TVLess25: <b>1</b>
TV25to32: <b>1</b>	CurioCabinet: <b>1</b>
QueenBed: <b>1</b>	ChestOfDrawers: <b>5</b>
PatioTable: <b>1</b>	PatioChairs: <b>4</b>
BirdBath: <b>2</b>	ShelfUnit: <b>2</b>

ToolchestLarge: <b>1</b>	BoxUnderFifty: <b>100</b>
Other: <b>1-antq. stove , 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools</b> <b>1691 miles \$1000.00 deposit</b>	company: <b>two</b>

**PRICING: JT**

***This proposal is for listed items and services only. Additional items and services may result in additional costs.***

Based on the Items listed, if paid by Master Card or VISA, the total quote is: **\$5000.00**

- If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

**IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS :**  
**\$4500.00**

**Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.**

**This quote includes the following:**

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

**Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished\*remains the same.**

**REMARKS:**

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for **Accent Movers** to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "**Bonded and Insured**"
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering **Accent Movers**. We value your business and hope to hear from you soon.

Sincerely yours,

5/21/2007

# Jolie Tanigawa

Jolie Tanigawa,  
Relocation Consultant

Email Customer: [mailformickey@hotmail.com](mailto:mailformickey@hotmail.com)

Estimated weight of shipment: 6123

Stair charge assesed: 1.01

From: Address: [redacted] tab court City: sacramento State: ca Zip: 95825  
TO: Address: [redacted] n. avenue d City: springtown State: tx Zip: 76082

[Get Directions](#)

## Intrastate

Mileage: [redacted]  
Weight: 6123  
Percent: 85  
[Get Price](#)

## Interstate

Mileage: [redacted]  
Weight: 6123  
Percent: 40  
[Get Price](#)

[Check the weather nationwide with MSN Search; Try it now!](#)

[Windows Live Spaces is here! It's easy to create your own personal Web site.](#)

[like the way Microsoft Office Outlook works? You'll love Windows Live Hotmail.](#)

## HOUSEHOLD-GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

(1) SECTION 1 - GENERAL PROVISIONS

- (A) For the purposes of this subchapter, the following terms will mean:
- (1) Household goods carrier-the motor carrier/trucker contracted to transport a shipment of household goods.
  - (2) Shipper-the owner of the household goods shipment or his representative.
- (B) Changes to the moving services contract are not valid unless agreed to in writing by the household goods carrier and the shipper.
- (C) Household goods carriers will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.
- (D) Moving services contracts must comply with all other applicable laws of the State of Texas.

## (2) SECTION 2 - CARGO LIABILITY PROVISIONS

- (C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.

(3) **SECTION 3 - CLAIM PROVISIONS**

- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(4) **SECTION 4 - PAYMENT PROVISIONS.** The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

(5) **SECTION 6. PROVISIONS FOR SHIPMENTS NOT DELIVERED.**

- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to lease for storage, freight, and other lawful charges.
- (D) A household goods carrier must issue written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in Transportation Code, Chapter 9.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

## MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machines and refrigerator water connections are the fiscal responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: Binding ☐ Not to Exceed ☐

**CARRIERS LIABILITY:** A household good carrier's liability for loss or damage to any shipment is 80¢ per pound per article unless the carrier shipper agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

***I have read, understand, and agree to the terms of the above:***

**Customer Signature** \_\_\_\_\_

**Driver Signature** 

Customer Name _____	<input checked="" type="checkbox"/> Called 800 Number Office	<input type="checkbox"/> Called _____	Move Price <u>500.00 / 1000 down</u>
Current Phone _____	Total _____	Time _____	Date _____
City _____ State _____ Zip _____	Payment may be made in the form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time _____	Stop Time _____
Bus. Phone _____	Card # _____	I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.	
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Exp. Date _____ Auth. # _____	Customer Signature <u>X</u> _____	
Customer Signature <u>X</u> _____	DL # _____		

<b>QTY. LIVING ROOM</b> _____ 3-CLASHION SOFA _____ 2-CLASHION SEEA _____ AREA BED _____ FUTON _____ TABLE: COFFEE, SOFA, END _____ OVERSTUFFED CHR., ARM OR RECLINER _____ BIG SCREEN T.V. _____ INCH _____ ENTERTAINMENT CENTER _____ PORTABLE T.V. _____ T.V. STAND _____ STEREO / V.C.R. / COMP. COMPONENTS _____ BOOKCASE OR WALL UNIT _____ FOOT STOOL OR OTTOMAN _____ LAMPS / PICTURES _____ AREA RUG  <b>OFFICE</b> _____ DESK: OFFICE, SEC., EXE., ROLL TOP _____ DESK: WRITING, RETURN _____ DESK CHAIR _____ FILE CAB.: 2-DRAWER _____ FILE CAB.: 4-DRAWER _____ FILE CAB.: 2-DWR.-LAT. _____ FILE CAB.: 4-DWR.-LAT. _____ TABLE: FOLDING _____ FT. _____ TABLE: CONF. _____ FT. _____ STORAGE CAB.: 2-DOOR	<b>BED ROOM</b> _____ BED: WATER, DAY, BUNK, BRIDGE _____ WE DISASSEMBLE: <u>YES</u> <u>NO</u> _____ BED: KING SIZE _____ BED: SINGLE, DOUBLE, QUEEN SIZE _____ NIGHT STAND _____ MIRROR _____ DRESSER, CHEST OF DRAWERS _____ ARMOIRE _____ VANITY DRESSER _____ FOOT LOCKER, CEDAR CHEST, TRUNK _____ CLOTHES (MEASURED IN LINEAR FEET) _____ NURSERY ITEMS: CRIB, CHANGING TAB. _____ WE DISASSEMBLE <u>YES</u> <u>NO</u>  <b>DINING ROOM</b> _____ CHINA CABINET _____ BUFFET _____ DINING TABLE _____ BAR STOOL OR DINING CHAIR _____ CURIO CABINET / BAKER'S RACK / ETAGERE  <b>KITCHEN</b> _____ REFRIGERATOR OR FREEZER _____ WASHER / DRYER _____ MICROWAVE OVEN / STAND  <b>MISCELLANEOUS</b> _____ BAR-B-QUE GRILL _____ BICYCLE	<b>BOXES, ONE PERSON CARRY</b> _____ BOXES, TWO PERSONS CARRY _____ SEWING MACHINE _____ IRONING BOARD / VACUUM CLEANER _____ PLANTS / PLANT STAND _____ AQUARIUM _____ GAL. _____ PIANO, ORGAN _____ GARDEN EQUIPMENT / TOOLS _____ LAWN MOWER, FERTILIZER SPREADER _____ PATIO TABLE _____ PATIO CHAIRS _____ WORK BENCH _____ EXERCISE EQUIPMENT _____ TREADMILL, STEPPER, BIKE _____ WEIGHT BENCH _____ LBS. _____ TOOL CHEST _____ SHELF UNIT (METAL, ETC.)  <i>BOOY MIXERS</i> <i>Antique copper</i> <i>TUB</i>
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May. 18. 2007 9:43AM

No. 6472 P. 2

222

## SECTION 3 - PROVISIONS FOR MOVING AND STORAGE

- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to fees for storage, freight, and other lawful charges.
- (D) A household goods carrier must issue written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in Transportation Code, Chapter 6.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful action in the method set out in the contract cannot be reasonably accomplished.

## MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the final responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: Binding ☐ Not to Exceed ☐

**CARRIERS LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is 60¢ per pound per article unless the carrier shipper agree, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understand, and agree to the terms of the above: Customer Signature XDriver Signature X

Customer Name <u>                    </u>	<input type="checkbox"/> Called 800 Number Office	<input type="checkbox"/> Called Office	Move Price <u>5000 1,000 down</u>
Current Phone <u>                    </u>	Total <u>                    </u>		Time <u>                    </u> Date <u>                    </u>
Cell <u>                    </u> Pager <u>                    </u>	Payment may be made in the form of:		Start Time <u>                    </u> Stop Time <u>                    </u>
Bus. Phone <u>                    </u>	Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>		I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Card # <u>                    </u>		Customer Signature <u>X</u>
Customer Signature <u>X</u>	Exp. Date <u>                    </u> Auth. # <u>                    </u>		
	DL # <u>                    </u>		

QTY.	LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
<u>          </u>	3-CUSHION SOFA	<u>          </u> BED: WATER, DAY, BUNK, BRIDGE	<u>          </u> BOXES, TWO PERSONS CARRY
<u>          </u>	2-CUSHION SOFA	<u>          </u> WE DISASSEMBLE: <u>          </u> YES <u>          </u> NO	<u>          </u> SEWING MACHINE
<u>          </u>	HIDE-A-BED	<u>          </u> BED: KING SIZE	<u>          </u> IRONING BOARD / VACUUM CLEANER
<u>          </u>	FUTON	<u>          </u> BED: SINGLE, DOUBLE, QUEEN SIZE	<u>          </u> PLANTS / PLANT STAND
<u>          </u>	TABLE: COFFEE, SOFA, END	<u>          </u> NIGHT STAND	<u>          </u> AQUARIUM <u>          </u> GAL.
<u>          </u>	OVERSTUFFED CHR., ARM OR RECLINER	<u>          </u> MIRROR	<u>          </u> PIANO, ORGAN
<u>          </u>	BIG SCREEN T.V. <u>          </u> INCH	<u>          </u> DRESSER, CHEST OF DRAWERS	<u>          </u> GARDEN EQUIPMENT / TOOLS
<u>          </u>	ENTERTAINMENT CENTER	<u>          </u> ARMOIRE	<u>          </u> LAWN MOWER, FERTILIZER SPREADER
<u>          </u>	PORTABLE T.V. <u>          </u> T.V. STAND	<u>          </u> VANITY DRESSER	<u>          </u> PATIO TABLE
<u>          </u>	STEREO / V.C.R. / COMP. COMPONENTS	<u>          </u> FOOT LOCKER, CEDAR CHEST, TRUNK	<u>          </u> PATIO CHAIRS
<u>          </u>	BOOKCASE OR WALL UNIT	<u>          </u> CLOTHES (MEASURED IN LINEAR FEET)	<u>          </u> WORK BENCH
<u>          </u>	FOOT STOOL OR OTTOMAN	<u>          </u> NURSERY ITEMS: CRIB, CHANGING TAB.	<u>          </u> EXERCISE EQUIPMENT
<u>          </u>	LAMPS / PICTURES	<u>          </u> WE DISASSEMBLE: <u>          </u> YES <u>          </u> NO	<u>          </u> TREADMILL, STEPPER, BIKE
<u>          </u>	AREA RUG	<u>          </u> DINING ROOM	<u>          </u> WEIGHT BENCH <u>          </u> LBS.
<u>          </u>	OFFICE	<u>          </u> CHINA CABINET	<u>          </u> TOOL CHEST
<u>          </u>	DESK: OFFICE, SEC., EXC., ROLL TOP	<u>          </u> BUFFET	<u>          </u> SHELF UNIT (METAL, ETC.)
<u>          </u>	DESK: WRITING, RETURN	<u>          </u> DINING TABLE	
<u>          </u>	DESK CHAIR	<u>          </u> BAR STOOL OR DINING CHAIR	
<u>          </u>	FILE CAB.: 2-DRAWER	<u>          </u> CURIO CABINET / BAKER'S RACK / ETAGERE	
<u>          </u>	FILE CAB.: 4-DRAWER	<u>          </u> KITCHEN	
<u>          </u>	FILE CAB.: 2-DWR. - LAT.	<u>          </u> REFRIGERATOR OR FREEZER	
<u>          </u>	FILE CAB.: 4-DWR. - LAT.	<u>          </u> WASHER / DRYER	
<u>          </u>	TABLE: FOLDING <u>          </u> FT.	<u>          </u> MICROWAVE OVEN / STAND	
<u>          </u>	TABLE: CONF. <u>          </u> FT.	<u>          </u> MISCELLANEOUS	
<u>          </u>	STORAGE CAB., 2-DOOR	<u>          </u> BAR-B-QUE GRILL	
<u>          </u>	CRENZIA	<u>          </u> BICYCLE	

Any damages occurring on this move should be noted on this contract.

SUB TOTAL 4000 Bul TIPS/MISC.            TOTAL 4000 CC Customer Signature X

This is the maximum shipper will be required to pay for the listed services \$

Driver Signature X

CURRENT ADDRESS	2ND STOP	NEW ADDRESS
Street <u>TIPB COURT</u>	Street <u>                    </u>	Street <u>N AVE D</u>
Apt. # <u>          </u> Apt. Name <u>          </u>	Apt. # <u>          </u> Apt. Name <u>          </u>	Apt. # <u>          </u> Apt. Name <u>          </u>
Zip Code <u>75825</u> Stairs <u>          </u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip Code <u>          </u> Stairs <u>          </u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip Code <u>76082</u> Stairs <u>          </u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No
Main Intersection <u>SACRAMENTO CA</u>	Main Intersection <u>                    </u>	Main Intersection <u>SPRINGTOWN TX</u>

May. 18. 2007 9:45AM  
Washington Mutual

No. 6472 P. 4  
YOUR FREE CHECKING STATEMENT

P.O. BOX 1098  
NORTHRIDGE, CA 91328-1098

MICHELE L COOGAN  
N AVENUE D  
SPRINGTOWN TX 76082-2213



This Statement Covers  
From: 09/08/06  
Through: 10/05/06

Need assistance?  
To reach us anytime,  
call 1-800-788-7000  
or visit us at [wamu.com](http://wamu.com)

Debit MasterCard customers: You have been upgraded to a Gold Debit MasterCard! The Guide to Benefits is online at [wamu.com/debit](http://wamu.com/debit), or call 1-800-MC-ASSIST for a copy. We will issue you a Gold Debit MasterCard when your current card expires.

### Your Free Checking Detail Information

MICHELE L COOGAN

Account Number [REDACTED]  
Washington Mutual Bank, FA

Get a quote for Safeco auto insurance today. With just a few minutes of your time, we'll give you an instant auto quote that's customized just for you. If you like the quote, we can start your coverage today. Go to [www.WaMutual.com](http://www.WaMutual.com) or call 1-800-685-9551.

### Your Account at a Glance

Beginning Balance	<del>REDACTED</del>
Checks Paid	\$75.00
Other Withdrawals	\$10,746.54
Deposits	\$0.00
Ending Balance	<del>REDACTED</del>

Date	Description	Withdrawals (-)	Deposits (+)
09/12	Customer Withdrawal	\$5,000.00	← \$4000
09/13	MC SEARS DEALER 3747 WEATHERFORD TX	\$1,730.33	cash on hand
09/13	POS ROSS STORE 115 E INTERSTATE HWY 20 WEATHERFORD TX	\$57.82	cash on hand
09/18	POS TXU ENERGY TXU ENERGY/BILLMATRIX DALLAS TX	\$400.00	Cashiers Check
09/19	POS VERIZON WRLS 3510 NW CENTER DRIVE SPORT WORTH TX	\$86.59	
09/19	POS COSTCO WHSE 5300 OVERTON RIDGE FORT WORTH TX	\$63.32	
09/25	POS 99 CENTS ONL STORE 2823 FORT WORTH TX	\$8.17	
09/25	ATM MICHELE COOGAN 235 CAMP CORNE DE STEET WORTH TX	\$20.00	



P.O. BOX 1098  
 NORTHIDGE, CA 91328-1098

MICHELE L COOGAN  
 [REDACTED] AVENUE D  
 SPRINGTOWN TX 76082-2213  
 [Barcode]

**This Statement Covers**  
 From: 08/05/06  
 Through: 09/07/06

**Need assistance?**  
 To reach us anytime,  
 call 1-800-788-7000  
 or visit us at [wamu.com](http://wamu.com)

Just call us WaMu. We are excited to announce that we are now referring to ourselves as WaMu. Soon you will begin seeing our new logo on our website, in branches and mail from us.

### Your Free Checking Detail Information

MICHELE L COOGAN      Account Number: [REDACTED]  
 Washington Mutual Bank, PA

Reduce your stress when the unexpected happens. First Protector pays your monthly mortgage payment when a disaster occurs, such as a flood, fire, tornado, or hurricane. For information about how to protect your home call (800) 349-9756 or go to [www.disastercoverage.com](http://www.disastercoverage.com). OFFER #DDA275055U8

### Your Account at a Glance

Beginning Balance	\$1,000.00
Checks Paid	-\$525.00
Other Withdrawals	-\$103,717.17
Deposits	\$0.00
Ending Balance	\$1,000.00

Date	Description	Withdrawals (-)	Deposits (+)
08/14	ATM-CHG TD010031 501 HWY 199 E & HILL TSPRINGTOWN TX	\$101.50	
08/14	POS RED OCT HWY 199 E SPRINGTOWN TX	\$19.75	
08/14	MC-SHELL OIL 57540973005 SPRINGTOWN TX	\$20.00	
08/14	MC-SHELL OIL 57540973005 SPRINGTOWN TX	\$20.00	
08/15	ATM-CHG TD010031 501 HWY 199 E & HILL TSPRINGTOWN TX	\$201.50	
08/18	MC-NATURE'S HEAL THSTOR AZLE TX	\$62.92	
08/21	POS HEB GROCERY 3801 42ND STREET ODESSA TX	\$45.89	
08/21	MC-BEAT 1175 WATLE TX	\$78.00	
08/24	Customer Withdrawal	\$100,007.55	
08/24	Customer Withdrawal	\$1,000.00	
08/28	POS USPS 0566819 2801 ARDEN WAY US SACRAMENTO CA	\$4.05	
08/28	CITICARD PAYMENT CHECK PYMT ID00	\$1,018.21	

← accent deposit



2 of 2

## UNITED STATES DEPARTMENT OF TRANSPORTATION

US DOT #  
703784Legal: ACCENT MOVERS INC  
Operating (DBA):

MC/MX #: 325452

Federal Tax ID: 75-2317010 (EIN)

Review Type: Non-ratable Review - Commercial - Receipt

Scope: Principal Office

Location of Review/Audit: Company facility in the U. S.

Territory: *ED* 6/16/09Operation Types: Interstate Intrastate

Carrier: Non-HM N/A

Shipper: N/A N/A

Cargo Tank: N/A

Business: Corporation

Gross Revenue: \$750,000.00

for year ending: 12/31/2006

## Company Physical Address:

2616 Weaver Street  
Haltom City, TX 76117

## Contact Name:

Phone numbers: (1) 817-834-5377

(2)

Fax

E-Mail Address:

## Company Mailing Address:

2616 Weaver Street  
Haltom City, TX 76117

## Report Summary

## Report

## # of Pages

Part A - General

2

Part B - Violations

2

Part B - Recommendations

1

Review/Audit Receipt Page

1

Total Pages

6

**Disclaimer:** By signing below, I acknowledge that I have received a copy of this review/audit and agree with the total number of pages indicated (above) for each document. My signature does not imply agreement with the findings of the review/audit, however they have been discussed in detail with me.

Questions about this report or the Federal Motor Carrier Safety or Hazardous Materials regulations may be addressed to the Federal Motor Carrier Safety Administration at:

Walker Plaza, 5810 San Bernardo Ave., Suite 290  
Laredo, TX 78041  
Phone: (956)712-1385 Fax: (956)723-1479

This report will be used to assess your safety compliance.

## Person(s) Interviewed

Name: Shane Gibson

Title: President

Name:


Title:

Reported By: *m. l.*Title: *S.T.*

Code: US0739 Date: 5/17/2007

Received By: *[Signature]*Title: *President*

## UNITED STATES DEPARTMENT OF TRANSPORTATION

	US DOT # 703784	Legal: ACCENT MOVERS INC Operating (DBA):			
	IC/MX #: 325452		Federal Tax ID: 75-2317010 (EIN)		
Review Type: Non-ratable Review - Commercial					
Scope: Principal Office		Location of Review/Audit: Company facility in the U. S.		Territory:	
Operation Types		Interstate	Intrastate		
Carrier: Non-HM		N/A		Business: Corporation	
Shipper: N/A		N/A		Gross Revenue: \$750,000.00 for year ending: 12/31/2006	
Cargo Tank: N/A					
Company Physical Address:					
2616 Weaver Street Haltom City, TX 76117					
Contact Name: Shane Gibson, President					
Phone numbers: (1) 817-834-5377		(2)		Fax	
E-Mail Address:					
Company Mailing Address:					
2616 Weaver Street Haltom City, TX 76117					
Carrier Classification					
Authorized for Hire		Other: Household			
Cargo Classification					
Household Goods					
Does carrier transport placardable quantities of HM? No					
Is an HM Permit required? N/A					
Driver Information					
	Inter	Intra	Average trip leased drivers/month: 0		
< 100 Miles:	0	0	Total Drivers: 1		
>= 100 Miles:	1	0	CDL Drivers: 1		
Equipment					
	Owned	Term Leased	Trip Leased		Owned Term Leased Trip Leased
Truck	0	1	0	Trailer	1 0 0
Power units used in the U.S.: 1					
Percentage of time used in the U.S.: 100					



2 of 8



**ACCENT MOVERS INC**

U.S. DOT #: 703784

Review Date:

05/17/2007

**Part A**

Questions about this report or the Federal Motor Carrier Safety or Hazardous Materials regulations may be addressed to the Federal Motor Carrier Safety Administration at:

Walker Plaza, 5810 San Bernardo Ave., Suite 290  
Laredo, TX 78041  
Phone: (956)712-1385 Fax:(956)723-1479

**This report will be used to assess your safety compliance.**

**Person(s) Interviewed**

**Name:** Shane Gibson

**Title:** President

**Name:**

**Title:**





ACCENT MOVERS INC  
U.S. DOT #: 703784

Review Date:  
05/17/2007

### Part B Violations

1 FEDERAL	Primary: 375.209(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failing to have a complaint & inquiry-handling program. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				
2 FEDERAL	Primary: 375.211(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failing to participate in an arbitration program. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				
3 FEDERAL	Primary: 375.501(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failing to prepare a written order for service for each move performed <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				
4 FEDERAL	Primary: 375.503(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failing to prepare a written inventory for each shipment of household goods transported. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				





ACCENT MOVERS INC

U.S. DOT #: 703784

Review Date:

05/17/2007

## Part B Violations

5 FEDERAL	Primary: 375.505(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failing to prepare a bill of lading for each move performed. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				
6 FEDERAL	Primary: 387.7(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Operating a motor vehicle without having in effect the required minimum levels of financial responsibility coverage. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas				
7 FEDERAL	Primary: 392.9a(a) Secondary: 14901(d)(3)	Discovered 1	Checked 1	Drivers/Vehicles In Violation    Checked
<b>Description</b> Failure to register or maintain registration as a household goods broker or motor carrier. <b>Example</b> Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas The company failed to maintain required registration as household goods motor carrier.				
<b>Safety Fitness Rating Information:</b> Total Miles Operated                      50,000 Recordable Accidents                      0		OOS Vehicle (CR): 0 Number of Vehicle Inspected (CR): 0 OOS Vehicle (MCMIS): 0 Number of Vehicles Inspected (MCMIS): 0		
Your proposed safety rating is :				
This Review is not Rated.				



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ACCENT MOVERS INC  
U.S. DOT #: 703784

Review Date:  
05/17/2007

## Part B Requirements and/or Recommendations

1. All motor carriers and truck drivers are needed to fight against terrorism and hijacking. You could be a target. Protect yourself, your trucks, your cargo, and your facilities.

Discuss with your employees/drivers the "Security Measures for Truck Drivers and Companies" which were provided and reviewed with motor carrier official.

2. You may contact the Federal Motor Carrier Safety Administration / Texas Division office at 512-536-5980.
3. You must establish and maintain a procedure for responding to complaints and inquiries from your individual shippers as required in § 375.209.
4. Participate in an arbitration program as required for the handling of loss and damage claims.
5. Become familiar with the Federal Regulations governing the transportation of household goods in interstate commerce listed under Title 49 C.F.R. 375. Especially the revised regulations.
6. For questions about DOT numbers or biennial updates: 800-832-5660 or 703-280-4001  
For questions about licensing, authority or MC numbers: 202-366-9805  
For questions about insurance: 202-385-2423  
For household goods complaints: 888-DOT-SAFT (888-368-7238)
7. "Notice: recurring violations of the same or related acute or critical regulations (violations of the same Part in Title 49, Code of Federal Regulations) that result in three enforcement actions within a six year period will cause the maximum penalties allowed by law to be assessed for the third enforcement action."
8. Cease all interstate or foreign transportation until properly registered with the Federal Motor Carrier Safety Administration.
9. Cease all for-hire interstate transportation of regulated commodities until evidence of public liability is filed with the Federal Motor Carrier Safety Administration.
10. PLEASE NOTE: The violations discovered during this compliance review may affect the civil penalty proposed in any subsequent Notice of Claim. In addition, your history of prior violations of the Federal Motor Carrier Safety Regulations, Federal Hazardous Materials Regulations or the Federal Motor Carrier Commercial Regulations may also affect the civil penalty proposed in any subsequent Notice of Claim. Your signature for receipt of this report acknowledges your understanding that the violations discovered by the FMCSA during this review may be used to calculate any civil penalty proposed as a result of this review. Your signature is not an admission of the violations identified to you by the investigator.

Attached to this report is Table I, which identifies all the documented violations which were discovered during the course of this review.

11. If you have any questions concerning this report, please contact the Federal Motor Carrier Safety Administration, Laredo Field Office at 956-712-1385.



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ACCENT MOVERS INC  
U.S. DOT #: 703784

Review Date:  
05/17/2007

### Part C

Reason for Review: Other  
Planned Action: Prosecution  
Safestat Category: N

HHG Complaint  
TX-2007-1354-US0739

#### Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

✓

#### Prior Reviews

7/18/2005

9/10/2002

2/18/1998

#### Prior Prosecutions

Reason not Rated: C

#### Unsat/Unfit Information

Does passenger vehicle transport more than 15 passengers, including driver?

Does carrier transport placardable quantities of hazardous materials?

Unsat/Unfit rule: Not Applicable

Corporate Contact: Shane Gibson  
Corporate Contact Title: President

#### Special Study Information:

#### Remarks:

Accent Movers Inc. is a for hire intrastate household goods motor carrier. The company is owned and controlled by Mr. Shane Gibson. Mr. Gibson was present for the review and provided all documents collected during the compliance review.

As of the date of the compliance review, Federal Motor Carrier Safety Administration-Licensing and Insurance website, indicated the carrier operating authority (MC#325452) status as inactive. The operating authority number was revoked in June 16, 1998.

As per Mr. Gibson, the company owns trailers and operates with owner operators under lease agreements. Accent Movers Inc. provides the customer and trailer, while the owner operator is responsible for making the move.

The carrier operates with pick up trucks (Ford F-350) that have a gross vehicle weight rating less than 26,001 lbs. These vehicles are used in combination with trailers owned by the carrier.

The compliance review was conducted as a result of a household goods complaint. Special instructions on the complaint indicated the carrier transported household goods on September 11, 2006 from Sacramento, California to Springtown, Texas. As per the complainant, the carrier failed to deliver all of the complainant's belongings and failed to provide a contract or bill of lading. The complaint form also indicated Mark Moreno as the driver for the trip.

Complainant information:  
Michelle Coogan  
613 North Avenue D  
Springtown, Texas 76082  
Phone: 817-523-0282  
Cell: 817-602-0541

As per MCMIS profile, the carrier was the subject of a non-ratable compliance review (commercial) on July 18, 2005. FMCSA's Enforcement Management System (EMIS) indicated no enforcement history for any previous reviews.

On Monday May 7, 2007 Mr. Shane Gibson, President of the company was contacted and informed that a compliance review was going to be conducted on the company. At this time, the compliance review was scheduled for Thursday May



7 of 8



**ACCENT MOVERS INC**  
U.S. DOT #: 703784

Review Date:  
05/17/2007

### Part C

17, 2007 and several pages were faxed to Mr. Gibson indicating documents needed for the review.

During the opening interview, it was explained to Mr. Gibson that a complaint had been filed against his company from a move that initiated in California and ended in Texas. Mr. Gibson stated that his company only operates intrastate but if there was a complaint against his company he was willing to pay the fine.

It was also explained to Mr. Gibson that the complainant had exchanged e-mails with an employee of his company and that the complainant had copies of a proposal/quote provided by his company and had also kept copies of the money order made out to Accent Movers Inc.

Mr. Gibson gave the investigator access to his file cabinet where he kept contracts for 2006 and part of 2007. No evidence of interstate activity was found. Once again, Mr. Gibson stated that it would be much easier if we (FMCSA) just gave him a ticket.

Mr. Gibson did not maintain a driver qualification file for driver Mark Moreno but provided a statement in which he confirms that Mr. Moreno was an employee of the company from January 2005 to January 2007.

The complainant was contacted and asked to provide any document provided by the company. Ms. Coogan agreed to provide documents and/or e-mails from Accent Movers. The investigator made arrangements with Ms. Coogan to collect the documents at her residence in Springtown, Texas. Once in Springtown, Ms. Coogan informed the investigator that she had an emergency and was not going to be available.

Instructions were given to Ms. Coogan to either fax or e-mail any documents she had from Accent Movers. Ms. Coogan forwarded all e-mails she had with Accent Movers. The e-mails confirmed that Accent Movers was the carrier for the interstate trip from California to Texas.

Part 383 - Since the carrier failed to provide any driver information and the complainant did not include any driver license number on her complaint; no CDLIS checks were conducted during this review.

All violations discovered were explained to Mr. Gibson and documents were provided in order to help the carrier comply with safety and economic regulations.

The carrier failed to provide documents for the trip but agreed to sign the compliance review receipt page, written statement and Table 1 form.

Enforcement is going to be recommended against the carrier for failing to register as a household goods motor carrier.

The carrier demonstrated little knowledge of the Federal Motor Carrier Safety and Economic Regulations. Mr. Gibson stated that the company has no plans to engage in interstate commerce.

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Failure Code:
		Date:



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**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

Location: Accent Movers office, Haltom City, Texas

Date: May 17, 2007

Carrier Name: Accent Movers Inc  
2616 Weaver Street Haltom City, Texas 78045  
Telephone: 817-834-5377

USDOT #: 703784

Interviewer Name: Mario Leal, FMCSA-Safety Investigator

Statement of: Shane Gibson, President

I, Shane Gibson, President for Accent Movers Inc. make the following voluntary statement to Mario Leal who has identified himself to me as a Safety Investigator of the United States Department of Transportation. No threats or promises have been made to me.

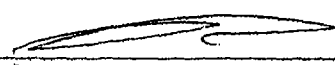
The carrier operates mainly as an intrastate household goods motor carrier. The company's motor carrier authority (MC# 703784) is inactive as of the date of the compliance review.

I understand that our company has been found to be in violation of various applicable Federal Motor Carrier Safety and Commercial regulations. I also understand that I Shane Gibson, President for Accent Movers Inc should have known of and ensured our company's compliance with all applicable regulations. It has been explained to me that enforcement action may result in the following discovered violation.

As of the date of the compliance review the Carrier engaged in one interstate movement of household goods without having the required authority for the type of commodity transported.

Number	Violation	Identifying Information Driver / Equipment / Commodity	Date of Violation
1	49 CFR §392.9a(a)/14901(d)(3)	Driver: Mark Moreno Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas	09/11/2006

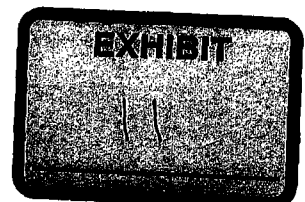
I reviewed the above statement consisting of one (1) page. I declare under penalty of perjury that the foregoing is true and correct.

  
Statement by:  
Shane Gibson, President

5-17-07  
Date:

  
Witness by:  
Mario Leal, Safety Investigator

5/17/2007  
Date:



**Table 1**  
**Violations Discovered During the Review**

Number	Violation	Identifying Information Driver / Equipment / Commodity	Date of Violation
1	49 CFR §392.9a(a)/14901(d)(3)	Driver: Mark Moreno Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas	09/11/2006

\_\_\_\_\_  
Statement by:  
Shane Gibson, President

5-17-07  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness by:  
Mario Leal, Safety Investigator

5/17/2007  
\_\_\_\_\_  
Date:

2 of 2

mark murren Employment 1-7-05

170

Black Ford F350

1-10-07

Accent Movers Inc

5-17-07



STAN GIBSON

6/16/09  
IP

EXHIBIT

12

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$3778.500  
(Including \$130.00 for each hourly customer)

ITD  
**EXHIBIT**  
13  
*not offered*

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g140	8am	tachell	817-498-0103	817-917-0703	no richland hills	mike r	keller	9	1	2006	\$187	melissa	ABLE g140
g507	10am	vargas	972-401-9658	214-695-6115	irving		coppell	9	1	2006	\$454	melissa	ABLE g507

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g144	8am	morse	214-384-7415	817-719-0037	arlington	matt	grand prairie*only a few items upstairs	9	1	2006	\$238	melissa	ABLE g144

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g516	8am	watkins	817-987-0379	817-800-6643	arlington	jose/ david	arlington	9	1	2006	\$316	melissa	ABLE g516
g532	12pm	gregory	817-266-8542	cell	fort worth	fort worth confirmed	fort worth *steps	9	1	2006	\$224	melissa	ABLE g532

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g531	12pm	rouse	972-736-2727	blue ridge	david/johnnie	farmersville		9	1	2006	\$505	melissa	ABLE g531

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g553	8am	charnock	972-412-8964	214-870-9681	rowlett	mark	humble	9	1	2006	\$1200	melissa	ABLE g553

### Crew 7

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g233	12pm	finley	817-366-6959		irving	rocky	fort worth	9	1	2006	\$217	melissa	ABLE g233

## Crew 8

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g522	8am	bradley	doug 214-773-3238	tracy 214-577-9821	dallas	jim/adrain/fred	richardson	9	1	2006	\$hourly	melissa	ABLE g522
g409	4pm	schreiner	817-320-4710		burleson	confirmed	eulless	9	1	2006	\$195	melissa	ABLE g409

## Crew 10 (Packing)

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g531	12pm	rouse packing	972-736-2727		blue ridge	david/johnnie	farmersville	9	1	2006	\$112.5	melissa	ABLE g531

Daily Notes: 

Add Note



## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$4404.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g28	8am	davis	682-465-3376	682-465-3392	arlington	mike	ft. worth	9	2	2006	\$445	melissa	ABLE g28
f3200	4pm	brancato		469-951-7503	eules	same day for jimmy	grapevine	9	2	2006	\$334	jolie	ABLE f3200

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g471	8am	keen	817-243-3237	817-483-2569	arlington	rocky	bedford	9	2	2006	\$340	melissa	ABLE g471
f3159	2pm	earls	214-403-3572 cell		desoto	confirmed	grand prairie	9	2	2006	\$188	jolie	ABLE f3159

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g559	8am	palmner	2144851844	4694712282	irving	jason/albert	dallas	9	2	2006	\$427	melissa	ABLE g559
g604	2pm	norton	817-605-7357	817-808-2116	north richland hills	confirmed can't go early	grapevine	9	2	2006	\$282	melissa	ABLE g604

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f1353	8am	aghamalian		972.824.1455	arlington	mark m	dallas	9	2	2006	\$330	jolie	ABLE f1353
f3083	2pm	mebride	817-329-6156	817-416-0895 hm	southlake	mark m	trophy club	9	2	2006	\$540	jolie	ABLE f3083

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g503	8am	lewallen		469-223-1743	dallas	jim	irving	9	2	2006	\$328	melissa	ABLE g503
f3152	10am	higgins		817-821-3628	arlington	confirmed	watauga	9	2	2006	\$240	jolie	ABLE f3152

g530	4pm	aparicio	817-735-4590	817-205-3525	fort worth		white settlement	9	2	2006	\$165	melissa	ABLE g530
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## Crew 6

CID	Time	Last	Home	Cel	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g571	8am	barnes		214-662-1611	plano	david	plano	9	2	2006	\$475	melissa	ABLE g571
g588	2pm	nielsen	817-238-7117	817-975-1877	arlington	confirmed	lake worth	9	2	2006	\$310	melissa	ABLE g588

Daily Notes:

Add Note

## Booked Search Results

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[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$1821.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3160	8am	mosley	972-298-7530	214-697-2585	desoto	rick	plano	9	5	2006	\$262	jolie	ABLE f3160
f3190	12pm	cornerstone	817-994-2335		lewisville	bedford	arlington	9	5	2006	\$hourly	jolie	ABLE f3190
f3154	4pm	prajapati		817-939-1858	bedford		north richland hills	9	5	2006	\$200	jolie	ABLE f3154

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d82	8am	draper		214-714-2530	colony	jason	colony	9	5	2006	\$75 hr	shane	ABLE d82
g487	2pm	fabby	972-230-8658	214-364-1826	lancaster		lancaster	9	5	2006	\$258	melissa	ABLE g487

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f2725	8am	ensminger	817-845-5769	eric 817-360-5558	fort worth	mike r	fort worth	9	5	2006	\$360	jolie	ABLE f2725
f3194	12pm	ratliff	214-650-5202		grand prairie		irving	9	5	2006	\$hourly	jolie	ABLE f3194

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3179	8am	crocker	817-924-0736	469-235-3992	fort worth	rocky	fort worth	9	5	2006	\$406	jolie	ABLE f3179

### Crew 20 (Estimate)

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CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3083	8am	mcbride estimate	817- 329- 6156	817- 416- 0895 hm	southlake	mark m	trophy club	9	5	2006	\$0	jolie	ABLE f3083

Daily Notes: 

Add Note

## Booked Search Results

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Return

The estimated total for the selected period is \$970.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g620	8am	price	817-219-5445		fort worth	call when in route mike-ray	college station	9	6	2006	\$525	melissa	ABLE g620

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
13191	8am	atwood		214-537-1555	university park	dallas*pickup boxes after this move*american legend homes jason	dallas	9	6	2006	\$hourly	jolie	ABLE 13191

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g617	8am	westmoreland		817-808-4584	keller	rocky & son	fort worth	9	6	2006	\$155	melissa	ABLE g617
13195	10am	hopper		817-329-2253	972-333-4233 southlake	call when in route prefers closer to 2:00	lewisville	9	6	2006	\$160	jolie	ABLE 13195

Daily Notes:

Add Note

## Booked Search Results

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Return

**The estimated total for the selected period is \$952.00  
(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g515	12pm	burgess	cell 817- 734- 1888	731- 394- 1423	azle	call when in route rocky & son & george	azle	9	7	2006	\$525	melissa	ABLE g515

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
13184	2pm	mote		214- 476- 2852	plano	request three men jason & adrian & jimmy	plano	9	7	2006	\$427	jolie	ABLE 13184

Daily Notes:  Add Note

## Booked Search Results

[Create New Customer](#) | 
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 [Long Distance Quick Calculators](#)

Return

**The estimated total for the selected period is \$1941.00**  
**(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
b3600	8am	daw		682-433-4486	arlington	confirmed mike-ray & james	arlington	9	8	2006	\$146	bg	<a href="#">ABLE</a> b3600
f3202	12pm	cornatzer	817-478-1577	210-264-3063	arlington	confirmed	arlington	9	8	2006	\$271	jolie	<a href="#">ABLE</a> f3202
g344	4pm	aguiar	254-749-7507*254-716-6087	254-757-2034	arlington	confirmed	arlington	9	8	2006	\$200	melissa	<a href="#">ABLE</a> g344

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g616	10am	love	817-275-5878	817-734-9822	fort worth	confirmed jason adrian & frank	fort worth	9	8	2006	\$144	melissa	<a href="#">ABLE</a> g616
g658	2pm	case		903-436-0862	dallas	confirmed	dallas	9	8	2006	\$240	melissa	<a href="#">ABLE</a> g658
g672	5pm	thompson	469-335-6922		dallas		dallas	9	8	2006	\$hourly	melissa	<a href="#">ABLE</a> g672

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g661	4pm	york		817-999-5574	bedford	hurst 5-hours rocky & son	north richland hills	9	8	2006	\$hourly	melissa	<a href="#">ABLE</a> g661

### Crew 10 (Packing)

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3005	8am	reeves packing	972-691-9626	817-676-7248	flower mound	rocky/johnny/george	flower mound	9	8	2006	\$680	jolie	<a href="#">ABLE</a> f3005

Daily Notes: \_\_\_\_\_

Add Note

## Booked Search Results

[Create New Customer](#) | 
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[Administrative Options](#) | 
 [Long Distance Quick Calculators](#)

Return

**The estimated total for the selected period is \$3117.00**  
**(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g313	8am	thomas	817-925-8895	214-460-2650	dallas	jason	garland	9	9	2006	\$275	melissa	ABLE g313

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3204	10am	vela	469-360-5100		arlington	confirmed mike ray	dallas	9	9	2006	\$350	jolie	ABLE f3204
g631	4pm	mackey	214-275-0390		dallas		dallas	9	9	2006	\$225	melissa	ABLE g631

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3017	8am	wofford	817-852-1397		fort worth	call when at the gate	same complex	9	9	2006	Hourly	jolie	ABLE f3017
f3185	12pm	daily		817-689-4095	arlington	same complex confirmed	arlington	9	9	2006	Hourly	jolie	ABLE f3185

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g623	8am	bruss	713-412-4631	281-360-7956	fort worth	jimmy	dallas	9	9	2006	\$226	melissa	ABLE g623
g600	12pm	walker	214-681-5037	805-482-9975	frisco	confirmed	plano	9	9	2006	\$261	melissa	ABLE g600

### Crew 6

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3005	8am	reeves	972-691-9626	817-676-7248	flower mound	rocky johnny george	flower mound	9	9	2006	\$1520	jolie	ABLE f3005

Daily Notes:

Add Note



## Booked Search Results

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[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

**The estimated total for the selected period is \$306.00**  
**(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3163	8am	rahem	817-732-5529		ft worth	confirmed	ft worth	9	10	2006	\$306	jolie	ABLE f3163

Daily Notes:

Add Note

## Booked Search Results

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[Administrative Options](#) | [Long Distance Quick Calculators](#)

[Return](#)

The estimated total for the selected period is \$1293.00  
(Including \$130.00 for each hourly customer)

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g612	8am	smith	214-763-5731	972-596-7516	allen	jimmy	plano	9	11	2006	\$462	melissa	ABLE g612

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
t3216	12pm	peterston	817-829-3000 linda	817-371-9788	bedford	rocky	colleyville	9	11	2006	\$hourly	jolie	ABLE t3216

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
t3213	8am	newton	817-563-5680	817-371-8730	arlington	jason	arlington	9	11	2006	\$441	jolie	ABLE t3213

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
t3223	12pm	david	469-441-2763		irving	mike r	irving	9	11	2006	\$hourly	jolie	ABLE t3223
t3040	4pm	banta	817-466-7300	817-819-5535	arlington	arlington confirmed	roanoke	9	11	2006	\$hourly	jolie	ABLE t3040

Daily Notes:

[Add Note](#)

## Booked Search Results

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


Return

The estimated total for the selected period is \$522.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

no more crews

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g607	8am	murray	817-789-8165		fort worth	mike-ray & dan	fort worth	9	12	2006	\$160	melissa	ABLE  g607
g644	12pm	covert	817-456-5497		dallas	confirmed	arlington	9	12	2006	\$213	melissa	ABLE  g644
t3226	4pm	lindsey	972-897-8252		arlington	confirmed	arlington	9	12	2006	\$149	jolie	ABLE  t3226

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
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Return

The estimated total for the selected period is \$860.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g697	12pm	tenley		214-695-3304	plano *park/preston	2-men mike- ray & dan	p.o.d.	9	13	2006	\$90.00 per hour	melissa	ABLE g697
g722	4pm	charles	817-734-3098		hurst *steps	same day	hurst	9	13	2006	\$235	melissa	ABLE g722

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g391	8am	sance	817-545-2288	817-614-0851	bedford	confirmed jason & adrian	fort worth	9	13	2006	\$265	melissa	ABLE g391
f3229	12pm	conner		817-983-8101	saginaw		ft worth	9	13	2006	\$140	jolie	ABLE f3229

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g675	8am	boyer	817-551-5319	817-874-0228	fort worth	4-5 hours jimmy & rick	haslet	9	13	2006	\$hourly	melissa	ABLE g675

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
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Return

The estimated total for the selected period is \$2253.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

get books carts for both office moves

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g567	8am	allen	903-288-5064		lewisville	mark m	round rock	9	14	2006	\$1333	melissa	ABLE g567

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g708	8am	cornerstone staffing	amy borgoon 682-429-8533		coppell	mike & dan	coppell	9	14	2006	\$hourly	melissa	ABLE g708
3203	10am	vossekui	214 676 9212		corinth		mckinney	9	14	2006	\$380	jolie	ABLE 3203

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
3233	8am	chandra	972-568-9598	janice 972-590-9293	north richland	trophy club jason & david	grapevine	9	14	2006	\$hourly	jolie	ABLE 3233
g681	2pm	mcdowell		817-312-4418	arlington		arlington	9	14	2006	\$150	melissa	ABLE g681
g715	4pm	aranda	972-955-7476		lewisville	2-hours	irving	9	14	2006	\$hourly	melissa	ABLE g715

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$7011.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

no more crews  
no more moves

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g485	8am	kelley		817-913-5288	arlington	jim/david barnett	fort worth	9	15	2006	\$165	melissa	ABLE g485
g733	12pm	bryson	817-282-1891		hurst	confirmed	bedford	9	15	2006	\$hourly	melissa	ABLE g733

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g455	8am	via m.d.	817-346-4229*817-475-9560	817-346-4224	fort worth	mike r/ dan/ jason/helper	benbrook	9	15	2006	\$1425	melissa	ABLE g455

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
t3147	8am	rollins	214-221-8293		dallas	joe	dallas	9	15	2006	\$248	jolie	ABLE t3147
g645	12pm	blazer	214-766-4399		dallas	confirmed	hurst	9	15	2006	\$265	melissa	ABLE g645
g690	2pm	simmons	817-680-2188		fort worth		azle	9	15	2006	\$328	melissa	ABLE g690

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d95	8am	mckenna			decatur	mark	decatur	9	15	2006	\$3875	shane	ABLE d95

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g734	10am	allen	817-881-4659		fort worth	rocky/adam	fort worth	9	15	2006	\$325	melissa	ABLE g734
g710	2pm	lukose	972-288-0562	214-500-3227	mesquite		mesquite	9	15	2006	\$250	melissa	ABLE g710

Daily Notes:

Add Note

## Booked Search Results

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Return

The estimated total for the selected period is \$2467.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

no more moves

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g437	4pm	hawes	214-680-9369	brandon-469-438-9891	plano	confirmed	plano	9	16	2006	\$290	melissa	ABLE g437

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g691	8am	gratch		541-915-6203	fort worth	rick d/johnnie	fort worth	9	16	2006	\$172	melissa	ABLE g691
g709	10am	campbell		817-905-5589	fort worth	confirmed get there as early as possible	grand prairie	9	16	2006	\$222	melissa	ABLE g709
g636	12pm	kopecki		214-293-4392	grand prairie		plano	9	16	2006	\$239	melissa	ABLE g636

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3219	8am	balley	214-488-4651	972-974-1059	lewisville	jim/2 helpers	lewisville	9	16	2006	\$hourly	jolie	ABLE f3219
g349	12pm	helt	214-488-2284	972-207-1385	lewisville	confirmed	lewisville	9	16	2006	\$313	melissa	ABLE g349

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g632	10am	horten		817-727-	keller	jason	arlington	9	16	2006	\$166	melissa	ABLE g632



				0977									
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## Crew 6

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g719	8am	truman		469-363-6389	rowlett	mark	waco	9	16	2006	\$690	melissa	ABLE g719
g702	4pm	verranault	817-715-7537		arlington	confirmed	arlington	9	16	2006	\$245	melissa	ABLE g702

Daily Notes:

Add Note



## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)


Return

The estimated total for the selected period is \$1630.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g499	8am	hayslett	972-231-2397		richardson	2 trucks/ mark m/ jason	lancaster	9	18	2006	\$950	melissa	ABLE  g499
g775	5pm	cottory		214-251-7988	lancaster		desoto	9	18	2006	\$400	melissa	ABLE  g775

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g656	10am	broadburst	214-534-7117	214-679-6961	grapevine	mike- ray & dan	southlake	9	18	2006	\$280	melissa	ABLE  g656

Daily Notes:

Add Note

## Booked Search Results

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Return

**The estimated total for the selected period is \$130.00**  
**(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d97	8am	spence		817 323 0892	arlington	rocky/adam	ftw	9	19	2006	\$hourly	shane	<a href="#">ABLE</a> d97

Daily Notes:

[Add Note](#)

## Booked Search Results

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[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$422.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g495	8am	machin	972-862-0217	469-774-5050	plano	mark 3 men 90.00 per hr	frisco	9	20	2006	\$hourly	melissa	ABLE g495

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g714	8am	jones	817-467-5887	682-438-5088	arlington	mike-ray & dan	arlington	9	20	2006	\$292	melissa	ABLE g714

Daily Notes:

Add Note

## Booked Search Results

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Return

**The estimated total for the selected period is \$693.00  
(Including \$130.00 for each hourly customer)**



### Daily Notes

court 11 am piano

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
t2641	8am	vassar		469-644-2220	the colony	confirmed rocky & adam	the colony	9	21	2006	\$345	jolie	ABLE  t2641

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g795	8am	wild	817-741-6003	817-412-1632	highland village	1-desk only mike-ray & dan	keller	9	21	2006	\$170	melissa	ABLE  g795
g679	9am	mouton	940-300-9954		lewisville	confirmed confidential	same complex	9	21	2006	\$178	melissa	ABLE  g679

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$1377.00  
(Including \$130.00 for each hourly customer)

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g770	8am	wentworth	817-426-1274	817-301-9976	burleson	rocky & dimetry	saginaw	9	22	2006	\$hourly	melissa	ABLE g770

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3038	8am	travis		817-714-7018	keller	mark m l.m.	fort worth	9	22	2006	\$530	jolie	ABLE f3038
g703	4pm	wageswier	817-831-2737		haltom city	confirmed prefers 5-6 p.m.	haltom city	9	22	2006	\$135	melissa	ABLE g703

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3222	8am	cunningham		817-689-0236	north richland hills	mike r	fort worth	9	22	2006	\$197	jolie	ABLE f3222

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d100	12pm	george	817-899-4599	817-297-8448	crowley	jimmy/david	ft worth	9	22	2006	\$215	shane	ABLE d100
g783	2pm	ford	214-306-5747		richardson	same day	within the same house	9	22	2006	\$170	melissa	ABLE g783

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$3257.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g603	8am	pena		214-263-2203	plano	david	wylie	9	23	2006	\$375	melissa	ABLE g603
g773	4pm	black		469-951-6151	grand prairie	cedar hill confirmed	dallas	9	23	2006	\$220	melissa	ABLE g773

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g701	8am	lyon	817-835-0825	214-681-7875	eules	rocky	grapevine	9	23	2006	\$299	melissa	ABLE g701
d99	4pm	gowans		214 395 1822*wrong number	cedar hill	confirmed	cedar hill	9	23	2006	\$75 hr	shane	ABLE d99

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g731	8am	ramagos	972-355-0861	214-287-8592	flower mound	jason	flower mound	9	23	2006	\$hourly	melissa	ABLE g731

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3221	8am	parton	972-315-2421	214-766-0295	lewisville		irisco	9	23	2006	\$400	jolie	ABLE f3221
g740	12pm	johnson		817-657-9152	coppell	mike r	carrollton	9	23	2006	\$175	melissa	ABLE g740

### Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g542	8am	weygandt	972-985-1783	972-754-8885	plano	mark *take 3 wardrobes	mckinney	9	23	2006	\$712	melissa	ABLE g542

### Crew 6

CID	Time	Last	Home	Cell	Origin City	Additional	Destination	Month	Day	Year	Total	Rep	Print Contract
-----	------	------	------	------	-------------	------------	-------------	-------	-----	------	-------	-----	----------------

						City	City							
t2790	8am	weiland		817-937-3090	mansfield	justin	mansfield	9	23	2006	\$296	jolie	ABLE	t2790
g802	4pm	rico	817-925-8123	817-925-8123	fort worth	confirmed	fort worth	9	23	2006	\$225	melissa	ABLE	g802

## Crew 7

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g736	10am	hayes	817-361-5706	817-239-3457	fort worth		fort worth	9	23	2006	\$165	melissa	ABLE g736
g743	12pm	mcclure	214.293.7923	214.293.7923	irving	jim	irving*same complex	9	23	2006	\$185	melissa	ABLE g743

Daily Notes:

Add Note



## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

**The estimated total for the selected period is \$801.00  
(Including \$130.00 for each hourly customer)**

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
d102	8am	stone		817-455-6228	irving	rocky	irving	9	25	2006	\$hourly	shane	ABLE d102
g816	10am	lagrange	972-906-0795	817-240-8934	grapevine		flower mound	9	25	2006	\$hourly	melissa	ABLE g816
g754	2pm	virmani		214-882-2758	plano		plano	9	25	2006	\$175	melissa	ABLE g754

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g840	2pm	pascale		214-701-8448	carrollton	meet her at 4:30	unload only	9	25	2006	\$hourly	melissa	ABLE g840
g830	6pm	harrison	214-557-8731		dallas	call to confirm olga or joyce 214-661-3502	dallas	9	25	2006	\$236	melissa	ABLE g830

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$334.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

mediation for eyes ahmed at 9:00 a.m.

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
12368	8am	nastri	972-660-2672		grand prairie	mike ray	lewisville	9	26	2006	\$204	jolie	ABLE 12368
13257	12pm	douglas		817-915-5786	mansfield		unload only	9	26	2006	\$hourly	jolie	ABLE 13257

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$594.00  
(Including \$130.00 for each hourly customer)

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g796	8am	samantha hill attorney office	817-740-8882		fort worth	mike r	fort worth	9	27	2006	\$hourly	melissa	ABLE g796

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g813	8am	reza	817-642-0897		grand prairie	jim	mckinney	9	27	2006	\$250	melissa	ABLE g813

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3254	8am	hilton	817-602-0588		ft worth	rocky	ft worth	9	27	2006	\$214	jolie	ABLE f3254

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$1655.00  
(Including \$130.00 for each hourly customer)

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g820	8am	sajadi	214-507-6407	817-472-6972	arlington	mike r	arlington	9	28	2006	\$414	melissa	ABLE g820
f3235	4pm	tull	2517 rogers ave.	817-456-2579	ft. worth		ft. worth	9	28	2006	\$155	jolie	ABLE f3235

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g825	8am	cornerstone staffing	972-373-3418		lewisville	rocky	coppell	9	28	2006	\$hourly	melissa	ABLE g825
g789	12pm	mattern	817-251-7379	817-938-6887	grapevine	l.m.	grapevine	9	28	2006	\$406	melissa	ABLE g789

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f1414	8am	hill	817-428-8763		hurst	johnnie	north richland hills	9	28	2006	\$145	jolie	ABLE f1414
g841	10am	doyle chiropractic	817-514-7766		watauga	3-men confirmed	keller	9	28	2006	\$hourly	melissa	ABLE g841
g831	2pm	davis	817-423-0325	817-991-7999	fort worth	confirmed he	fort worth	9	28	2006	\$145	melissa	ABLE g831

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g854	8am	fiebel			southlake	goerge/rick	loading into pod.	9	28	2006	\$hourly	melissa	ABLE g854

Daily Notes: \_\_\_\_\_

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$3512.00  
(Including \$130.00 for each hourly customer)

### Daily Notes

no more moves

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
b3773	8am	guajardo	214-395-5599	214-986-0457	duncanville	jim	mckinney	9	29	2006	\$235	bg	ABLE g3773
g800	2pm	allen		469-644-8749	irving	confirmed	fort worth*Gsteps	9	29	2006	\$205	melissa	ABLE g800

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g744	8am	arnold	817-741-9557	972-567-7385	keller	jeff/johnnie	eules	9	29	2006	\$210	melissa	ABLE g744
g667	12pm	rodgers	214-995-4888		fort worth	confirmed	fort worth	9	29	2006	\$159	melissa	ABLE g667
g834	4pm	yanni		8173133013	watanga	confirmed	ft. worth *storage closes at 9:00 a.m.	9	29	2006	\$286	melissa	ABLE g834

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g771	8am	stuteville	817-410-1031	817-944-0115	colleyville	mike r	chico	9	29	2006	\$492	melissa	ABLE g771

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g755	8am	stephens		972-979-5858	frisco	rocky	frisco	9	29	2006	\$370	melissa	ABLE g755

### Crew 5

CID	Time	Last	Home	Cell	Origin	Additional	Destination	Month	Day	Year	Total	Rep	Print Contract
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					City	City	City							
f3245	8am	stone	817-230-4235		hurst	mark m	bedford	9	29	2006	\$490	jolie	ABLE	f3245
g766	4pm	medichetti	2144413635	9722497167	irving	load only on 9/29 and deliver 9/30 6-8 p.m.	austin	9	29	2006	\$685	melissa	ABLE	g766

## Crew 6

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
f3262	2pm	wierick	817-307-2243		arlington	a c	arlington	9	29	2006	\$250	jolie	ABLE f3262
f3275	5pm	barr	817-721-6348		grand prairie	same day	arlington	9	29	2006	\$hourly	jolie	ABLE f3275

Daily Notes:

Add Note

## Booked Search Results

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Return

The estimated total for the selected period is \$3705.500  
(Including \$130.00 for each hourly customer)

### Daily Notes

no more moves

### Crew 1

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g781	8am	lassiter		817-793-1167	mansfield	mark	mansfield	9	30	2006	\$749	melissa	ABLE g781

### Crew 2

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g883	8am	campbell	817-690-5492		eules	jim /rick	eules	9	30	2006	\$226	melissa	ABLE g883
g808	2pm	westfall		469-744-2105	the colony	2-3 hours*confirmed	little elm	9	30	2006	\$hourly	melissa	ABLE g808

### Crew 3

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
3208	8am	rusnak	817-514-6618	682-597-0335	arlington	mike r	nth	9	30	2006	\$391	jolie	ABLE 3208
d103	2pm	bolding		817-475-4766	hurst	confirmed	bedford	9	30	2006	\$196	shane	ABLE d103

### Crew 4

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g748	8am	jackson	817-899-2629		arlington	a c/ albert	grand prairie	9	30	2006	\$hourly	melissa	ABLE g748
g804	10am	white		214-893-3187	lancaster		grand prairie	9	30	2006	\$224	melissa	ABLE g804
g757	4pm	yates	940-395-4411		fort worth	confirmed	fort worth steps	9	30	2006	\$160	melissa	ABLE g757

## Crew 5

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g885	10am	trivedi	214-547-8627	972-352-1761	plano	jeff/johnnie	frisco	9	30	2006	\$285	melissa	ABLE g885
g621	12pm	nevarez		214-205-1394	lewisville	confirmed*told 3:00 p.m.	lewisville	9	30	2006	\$160	melissa	ABLE g621
g577	4pm	young	972-969-7401	214-374-4419	dallas	confirmed	dallas	9	30	2006	\$195	melissa	ABLE g577

## Crew 6

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g856	8am	axton		972-795-5793	fort worth	rocky/adam	dallas	9	30	2006	\$hourly	melissa	ABLE g856

## Crew 7

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
B264	10am	snyder	972-551-1471	972-965-8954	richardson	hot tub/larry	terrell	9	30	2006	\$300	jolie	ABLE B264

## Crew 8

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g821	9am	leaks		214-995-2729	irving	james	eules	9	30	2006	\$175	melissa	ABLE g821
B227	12pm	harris	817-219-5259		arlington		arlington	9	30	2006	\$142	jolie	ABLE B227

## Crew 10 (Packing)

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g883	8am	campbell packing	817-690-5492		eules	jim/rick	eules	9	30	2006	\$112.5	melissa	ABLE g883

## Crew 20 (Estimate)

CID	Time	Last	Home	Cell	Origin City	Additional City	Destination City	Month	Day	Year	Total	Rep	Print Contract
g766	6pm	medichetti estimate	2144413635	9722497167	irving	load only on 9/29 and deliver 9/30 6-8 p.m.	austin	9	30	2006	\$0	melissa	ABLE g766

Daily Notes:

Add Note



Mr. Mareo Leal,  
TX. DOT

Feb, 11, 2009

Below is a summary of information on my move from California to Texas using Accent Movers.

Regretably, I do not have any additional documentation to send you.

I can only give you peoples names who were involved in hooking me up with Accent or those who know of my situation. I will try to list them and explain how they were involved.

Jim Buckley: Tab Ct. Sacramento, CA 1-916-712-4409. I moved from his residence.

Lori Mayo: 1-817-798-4663, Mayo Realestate. She is Jim Buckley's neice and my realtor in Springtown, TX. She has an employee named Shawna. Shawna's brother owns Accent Movers. Lori Mayo gave me accent movers number. When I got to Springtown, I contacted Lori and expressed my dismay in the fact that Accent sent a pick-up truck and trailer to move my stuff. She said she didn't understand what happened, that Accent has semi's to move people, that is what Accent does. I let her know I was going to file a complaint, apoligized as it was her employers brother and that it was business and hoped that hard feelings would be at a minimum. Lori was supried that all had happened.

Shawna: Lori Mayo's employee. I spoke to shawna previous to the move. I thanked her for giving me her brothers name, expressing comfort that someone through my friends was moving my belongings and I felt a sence of safty in that my belongings would arrive in TX. Shawna's comment to me was " I just hope my brother treats you right". In hindsight that was a red flag!

Joyce Harris: Lori Mayo's mother. My good friend. She can only confirm my story in that I kept her up to date on my dismay with Accent Movers and that I bought a pick-up truck in TX. and made a

6/14/09  
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123



trip back to CA to retrieve more of my belongs.

Mark Moreno: 1-817-504-1932, private citizen sent to move me from CA to TX from Accent Movers.

He arrived in his personal Dodge Pick-up. Dual wheels. Black. Gooseneck equipped to haul his 30' trailer, trailer was somewhat beat up. his truck was in immaculate condition, I can only assume it was a newer model. He brought his father with him to help. In Springtown he had a gentlemen helping who didn't speak english.

When Mark arrived I express my dismay in that I was expecting a moving company, not a private citizen with a pick up and trailer and that I could have rented a moving truck from uhaul. That I needed a semi trailer because all my belonging wouldn't fit in a 30' trailer. At this point I had already sent \$1000 to Accent Movers. They proceeded to load the trailer with as much of my stuff as they could cram in, also to my dismay. Mark said he didn't know anything about a semi, he was sent by Accent, that Accent had told him I didn't have much to move, just some boxes and a few pieces of furniture. Obviously, he was just hired to do a job. I asked him about going through the scales, he said they didn't have to. That they just tell officials they are helping friends move. He indicated he has done this before. Mark and I were in contact during the move via cell phones.

The carbon copies are not ledgible. The amounts paid were \$1000 in advance and \$4000 on delivery, both paid by money order requested by Accent Movers. Accent told me no personal checks and no cashiers checks. Mark Moreno collected the \$4000 on delivery. The money order was made out to Accent Movers.

I still do not have the rest of my belongings. The remainder is still in CA. Jim Buckley was going to bring it to TX. but has not been able to make the trip.

FYI: I am currently living in Wisconsin, moved here to take care of my

2013

ailing mother. I still own my home in Springtown, TX. I am still in touch with Jim, Lori, and Joyce.

Sincerely,  
Michele Coogan  
[REDACTED]

3 of 3

**Oral Interview Form**

**Type of Contact**  
**Telephone**

**Date**

5/21/2009 at 9:10 am CT  
5/27/2009 at 2:30 pm CT

**Place of Interview**

**Interviewee's Name**

**Interviewee's Address**

Michele Coogan

623 Sylvan Terrace, Waukesha, WI, 53188

**Name and Title of Interviewer**

Jeff Langloss, Federal Program Manager

**Narrative**

Mrs. Coogan was interviewed about her move from Sacramento, CA to Springtown, TX back in September 2006.

I asked Mrs. Coogan who she contracted her move with. She stated it was with Accent Movers out of the Dallas area.

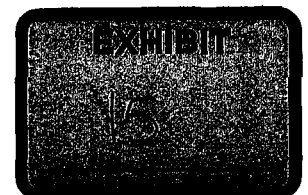
Mrs. Coogan was asked when she paid her \$1,000 up front to hold the dates who did she paid it to and how did she pay it? She obtained a cashiers check from Washington Mutual in Sacramento, CA. She stated that the cashiers check was made out to Accent Movers. Ms. Coogan stated she was not sure which branch but was going to check and see if they have a copy of the check after it was cashed.

Mrs. Coogan was asked when Mark Moreno (driver) showed up did he or anyone with him wear any hat, shirt or anything else that had Accent Movers or any other company? She stated no. Then she was asked if the vehicle or trailer had any moving company name on it? Neither did. I asked Mrs. Coogan to describe the vehicle used, she stated that the vehicle was a black pick-up truck with a trailer.

Mrs. Coogan was asked when the driver arrived what her understanding was of whom he represented? She stated that she understood that he was friends with and worked for Shane Gibson the owner of Accent Movers. She was also asked if there was anything else that happened during the loading that lead her to believe it was Accent Movers that was making the move for her? She explained that The driver made multiple calls to Shane Gibson during the day. When asked to recall some of these she told me of two different incidents that happened. When the driver arrived in a pick-up truck and trailer Mrs. Coogan was upset because she had been told by Accent Movers that it would be a semi that would show up. The driver called Shane Gibson to find out what was going on and when he got off the phone he asked what she wanted to do. She told him to start packing the trailer. Later in the day as it became clear that all of her belonging were not going to fit on the trailer she asked the driver when they would be coming back to get the rest of her belongings? Mark Moreno again called Shane Gibson to find out. When he got off the phone he told her that Accent Movers does not normally come out to California. They stay in Texas where they are located most the time and they did not know when they could get back to pick up the rest of her belongings.

*not offered*

*ID*



*1 of 2*

Mrs. Coogan was asked if during the day while they were packing up the trailer if the driver Mark Moreno ever stated who he was working for? Ms. Coogan stated that Mark Moreno told her he worked for Accent Movers.

Mrs. Coogan did not see any other company names on any of the paper work provided to her nor did Mark Moreno, driver, Jolie Tanigwa, relocation consultant or Melissa, last name and position unknown (e-mail address [melissa@accentmovers.com](mailto:melissa@accentmovers.com)) give her any other companies names during the entire moving process.

In Texas when the same driver arrived and it came time to pay the driver the remaining \$4,000 he was given a money order in the name of Accent Movers.

Mrs. Coogan was very clear in the fact that it was Accent Movers that she arranged the entire move with and it was Accent Movers that payments were made to. Accent Movers would not accept personal checks.

2/2



b. A party may not issue a denial or fail to answer on the ground that it lacks knowledge unless it has made reasonable inquiry to ascertain information sufficient to allow admission or denial.

c. A party may file an objection to a request for admission within 10 days after service. Such motion shall be filed with the administrative law. An objection must explain in detail the reasons the party should not answer. A reply to the objection may be served by the party requesting the admission within 10 days after service of the objection. It is not sufficient ground for objection to claim that the matter about which an admission is requested presents an issue of fact for hearing.

### **Definitions**

As used in these request for admissions, the following terms are to be interpreted in accordance with these definitions:

a. "You" "your" and "Respondent" as used herein refer to Accent Movers, Inc., the respondent in this proceeding and includes all employees, agents and representatives.

b. "Document" and "Documents" shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive, computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of, or within the knowledge of, Respondent and/or its employees, agents, consultants, or experts. The descriptions of

documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.

c. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.

### **REQUESTS FOR ADMISSIONS**

**REQUEST NO. 1** – Admit that you did not have authority / registration from the United States Department of Transportation (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) as a broker and/or interstate motor carrier in August or September 2006.

**REQUEST NO. 2** – Admit that you applied to the United States Department of Transportation for authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) as an interstate motor carrier in 1997 and were granted a Certificate of Registration on or about December 24, 1997.

**REQUEST NO. 3** – Admit that the United States Department of Transportation served on you a Notice of Investigation for Revocation of Authority on or about April 24, 1998.



**REQUEST NO. 4** – Admit that your authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) from the United States Department of Transportation as an interstate motor carrier was revoked on or about June 16, 1998 and has never been reinstated.

**REQUEST NO. 5** – Admit that in 2006 you used owner/operators under lease agreements to transport household goods in interstate commerce.

**REQUEST NO. 6** – Admit that Mark Moreno was your employee in September 2006.

**REQUEST NO. 7** – Admit that the document attached and identified as Exhibit 1 to this Request for Admissions was written and signed by Shane Gibson on or about May 17, 2007.

**REQUEST NO. 8** – Admit that the document attached and identified as Exhibit 2 to this Request for Admissions was reviewed and signed by Shane Gibson on or about May 17, 2007.

**REQUEST NO. 9** – Admit that in 2006 and 2007 your website advertising stated that Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country.

**REQUEST NO. 10** – Admit that the document attached and identified as Exhibit 3 to this Request for Admissions is a fair and accurate printout of the information from your website in July 2007.

**REQUEST NO. 11** – Admit that on or about August 31, 2006 you provided a binding estimate to shipper Coogan for the transportation of household goods from California to Texas.

**REQUEST NO. 12** – Admit that the document attached and identified as Exhibit 4 to this Request for Admissions is a fair and accurate printout of the binding estimate you made to shipper Coogan.

**REQUEST NO. 13** – Admit that the document attached and identified as Exhibit 5 to this Request for Admissions subject line “Accent Movers Confirmation for move” is a fair and accurate printout of the email transmission of the binding estimate you made to shipper Coogan.

**REQUEST NO. 14** – Admit that the documents attached and identified as Exhibit 6 to this Request for Admissions are fair and accurate printouts of the email communications between you and shipper Coogan on or about August 31, 2006.

**REQUEST NO. 15** – Admit that the documents attached and identified as Exhibit 7 to this Request for Admissions are fair and accurate copies of your Household Goods Proposal and Contract of Moving Services for shipper Coogan.

**REQUEST NO. 16** – Admit that the document attached and identified as Exhibit 8 to this Request for Admissions is a fair and accurate copy of the Motor Carrier Identification Report filed by you with the United States Department of Transportation, Federal Motor Carrier Safety Administration in March 2006.

Attorneys for the Claimant

Date: January 8, 2009


By: 

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
12600 West Colfax Avenue, Suite B-300  
Lakewood, Colorado 80215  
303-407-2363  
303-407-2339 (Fax)

### CERTIFICATE OF SERVICE

This is to certify that on the 8<sup>th</sup> of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Request for Admissions to each of the parties listed below:

John L. Gamboa Acuff Gamboa & White, L.L.P. Attorneys for Respondent 2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816	Original Federal Express FedEx # 7972 3114 8791
Joanne A. Cisneros Division Administrator Federal Motor Carrier Safety Administration Texas Division 903 San Jacinto Blvd. Austin, Texas 78701	One Copy Internal Mail
Nancy Jackson Office of Chief Counsel Federal Motor Carrier Safety Administration Western Service Center 12600 West Colfax Avenue, Suite B-300 Lakewood, CO 80215	One Copy Internal Mail
Darrell L. Ruban Field Administrator c/o Paula Smith Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd Suite 1700 Atlanta, GA 30345	One Copy Federal Express FedEx # 7972 3122 9424



---

mark monero Employment 1-7-05

10

Black Ford F350

1-10-07

Accent monero Inc

5-17-07

STAN GIBSON

EXHIBIT

1

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

Location: Accent Movers office, Haltom City, Texas

Date: May 17, 2007

Carrier Name: Accent Movers Inc  
2616 Weaver Street Haltom City, Texas 78045  
Telephone: 817-834-5377

USDOT #: 703784

Interviewer Name: Mario Leal, FMCSA-Safety Investigator

Statement of: Shane Gibson, President

I, Shane Gibson, President for Accent Movers Inc, make the following voluntary statement to Mario Leal who has identified himself to me as a Safety Investigator of the United States Department of Transportation. No threats or promises have been made to me.

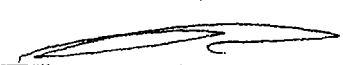
The carrier operates mainly as an intrastate household goods motor carrier. The company's motor carrier authority (MC# 703784) is inactive as of the date of the compliance review.

I understand that our company has been found to be in violation of various applicable Federal Motor Carrier Safety and Commercial regulations. I also understand that I Shane Gibson, President for Accent Movers Inc should have known of and ensured our company's compliance with all applicable regulations. It has been explained to me that enforcement action may result in the following discovered violation.

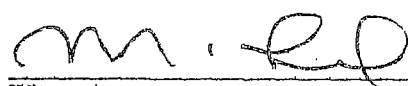
As of the date of the compliance review the Carrier engaged in one interstate movement of household goods without having the required authority for the type of commodity transported.

Number	Violation	Identifying Information Driver / Equipment / Commodity	Date of Violation
1	49 CFR §392.9a(a)/14901(d)(3)	Driver: Mark Moreno Pick up date: 09/11/2006 Delivery date: 09/15/2006 Shipper: Michelle Coogan Commodity: Household goods Origin & destination: California to Texas	09/11/2006

I reviewed the above statement consisting of one (1) page. I declare under penalty of perjury that the foregoing is true and correct.

  
Statement by:  
Shane Gibson, President

5-17-07  
Date:

  
Witness by:  
Mario Leal, Safety Investigator

5/17/2007  
Date:

EXHIBIT

2

# ACCENT MOVERS, INC.

SERVICES

LOCAL MOVES

INTERSTATE MOVES

MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

TX DOT# 000537473b  
TxDOT. (800)299-1700

DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

## "OUR BUSINESS IS MOVING"

APARTMENTS \* HOMES \* OFFICES

LOCAL AND LONG DISTANCE

Serving the Metroplex since 1989.

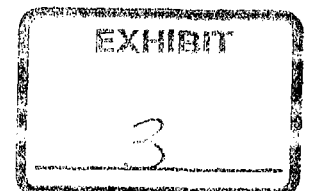
- |                                  |                                      |
|----------------------------------|--------------------------------------|
| • FREE IN-HOME ESTIMATES         | • FULL SERVICE MOVING COMPANY        |
| • SAME DAY SERVICE               | • EXPERIENCED PROFESSIONAL PERSONNEL |
| • PIANOS MOVED                   | • SUPERIOR PACKING SERVICE           |
| • TRUCK LOADING AND/OR UNLOADING | • STORAGE AVAILABLE                  |

## WE SELL PACKING SUPPLIES

FREE DISASSEMBLY/ASSEMBLY OF WASHERS\*  
DRYERS \* STANDARD BEDS\* \* DRESSER \* MIRRORS

Submit for a FREE estimate [online!](#)

Web Design by Moving Butler... Carports



# ACCENT MOVERS, INC.

## SERVICES

### LOCAL MOVES

### INTERSTATE MOVES

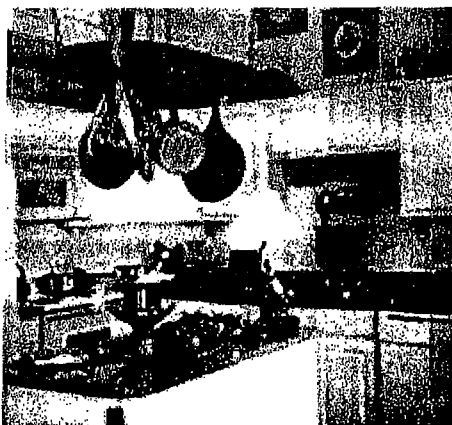
### MOVING TIPS

### REQUEST AN ESTIMATE

### CONTACT US

DALLAS: 972.284.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

## Services



Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Accent strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are

locally owned and operated. Accent movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques



# Customer Form Saved

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

Current Customer Search Records: 5000  
 Current Customer Booking Records: 3562



## Accent Movers

Fort Worth: (817)834-5377  
 2616 Weaver St. Fort Worth, Tx.  
 76117

Dallas: (972)264-71  
**Tx.DOT #**  
**000537473B**

TxDOT - (800)299-1700  
 Re: Residential Relocation  
 Customer Identification Number (CID):f3161

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move.  
 To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

### RELOCATION INFORMATION (if provided by customer):

Here is the information you have provided:

first: <b>mickey</b>	last: <b>coogan</b>
home: <b>916-717-0262 cell</b>	cell: <b>916-564-9564</b>
OriginAddress: <b>2421 tab court</b>	OriginCity: <b>sacramento</b>
OriginState: <b>ca</b>	OriginZip: <b>95825</b>
FloorAtOrigin: <b>ground</b>	DestinationAddress: <b>613 n. avenue d</b>
DestinationCity: <b>springtown</b>	DestinationState: <b>tx</b>
DestinationZip: <b>76082</b>	FloorAtDestination: <b>ground</b>
EmailAddress: <b>mailformickey@hotmail.com</b>	salesperson: <b>jolie</b>
HideABed: <b>1</b>	Chair: <b>2</b>
EntertainmentCtr: <b>1</b>	TVLess25: <b>1</b>
TV25to32: <b>1</b>	CurioCabinet: <b>1</b>
QueenBed: <b>1</b>	ChestOfDrawers: <b>5</b>
PatioTable: <b>1</b>	PatioChairs: <b>4</b>
BirdBath: <b>2</b>	ShelfUnit: <b>2</b>

EXHIBIT

5/21/2007

4

ToolchestLarge: 1	BoxUnderFifty: 100
Other: 1-antq. stove , 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools 1691 miles \$1000.00 deposit	company: two

## PRICING: JT

*This proposal is for listed items and services only. Additional items and services may result in additional costs.*

Based on the items listed, if paid by Master Card or VISA, the total quote is: **\$5000.00**

- If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

**IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS :  
\$4500.00**

**Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.**

**This quote includes the following:**

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!
- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

## REMARKS:

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for Accent Movers to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as "Bonded and Insured"
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering Accent Movers. We value your business and hope to hear from you soon.

Sincerely yours,

5/21/2007

# Jolie Tanigawa

Jolie Tanigawa ,  
Relocation Consultant

Email Customer: [mailformickey@hotmail.com](mailto:mailformickey@hotmail.com)

Estimated weight of shipment: 6123

Stair charge assesed: 1.01

From: Address:  City:  State:  Zip:

TO: Address:  City:  State:  Zip:

[Get Directions](#)

## Intrastate

Mileage:

Weight:

Percent:

[Get Price](#)

## Interstate

Mileage:

Weight:

Percent:

[Get Price](#)

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[Windows Live Spaces is here! It's easy to create your own personal Web site.](#)

[Like the way Microsoft Office Outlook works? You'll love Windows Live Hotmail.](#)

**Leal, Mario <FMCSA>**

**From:** ml c [mailformickey@hotmail.com]  
**Sent:** Thursday, May 17, 2007 8:28 PM  
**To:** Leal, Mario <FMCSA>  
**Subject:** FW: Updated Quote for Moving.

From: <melissa@accentmovers.com>  
 Reply-To: <melissa@accentmovers.com>  
 To: "ml c" <mailformickey@hotmail.com>  
 Subject: Updated Quote for Moving  
 Date: Thu, 31 Aug 2006 10:51:54 -0500

## Customer Form Saved

[Create New Customer](#) | [Search Customers](#) | [Search Schedule](#)  
[Administrative Options](#) | [Long Distance Quick Calculators](#)

**Current Customer Search Records: 5000**  
**Current Customer Booking Records: 3563**



## Accent Movers

**Fort Worth: (817)834-5377**  
**2616 Weaver St. Fort Worth, Tx.**  
**76117**

**Dallas: (972)264-7767**  
**Tx.DOT #**  
**000537473B**

TxDOT - (800)299-1700  
 Re: Residential Relocation  
**Customer Identification Number (CID):f3161**

Dear Mickey Coogan,

This quote is guaranteed based on your information shown below. For your convenience, we have summarized the details of your move. To ensure that your move goes as smoothly as possible, please review the following and reply if changes are needed.

### RELOCATION INFORMATION (If provided by customer):

Here is the information you have provided:

first: mickey	last: coogan
home: 916-717-0262 cell	cell: 916-564-9564

5/21/2007

EXHIBIT

5

OriginAddress: 2421 tab court	OriginCity: sacramento
OriginState: ca	OriginZip: 95825
FloorAtOrigin: ground	DestinationAddress: 613 n. avenue d
DestinationCity: springtown	DestinationState: tx
DestinationZip: 76082	FloorAtDestination: ground
EmailAddress: mailformickey@hotmail.com	salesperson: jolie
HideABed: 1	Chair: 2
CoffeeTable: 1	EndTable: 2
EntertainmentCtr: 1	TVLess25: 1
TV25to32: 1	AreaRug: 2
GlassTop: 3	CurioCabinet: 1
QueenBed: 1	ChestOfDrawers: 5
PatioTable: 1	PatioChairs: 4
BirdBath: 2	ShelfUnit: 4
ToolchestLarge: 1	BoxUnderFifty: 175
Other: 1-antq. stove , 2-patio rocking chairs, 1-concrete crain, 1-drill press, 1-saw, 1-parsons table w/2wicker stools, 2-ch. lounge, 3-foldup chairs, 1-patio glider w/chairs & table, 4-antq. wooden wagon wheels, 1-wash tub 1691 miles \$1000.00 deposit	company: two

## PRICING: JT

***This proposal is for listed items and services only. Additional items and services may result in additional costs.***

Based on the items listed, if paid by Master Card or VISA, the total quote is: **\$5555.00**

- If paid by cash, money order, or bank cashier's check, the additional discount is: 10%(move cost only)

**IF PAID BY CASH, MONEY ORDER, or CASHIER'S CHECK, THE GUARANTEED LOWEST COST IS : \$5000.00**

**Your movers are scheduled to arrive between 8am - 10am on 9/8/2006.**

**This quote includes the following:**

- EXCLUSIVE PICK UP & DELIVERY
- DISASSEMBLY & REASSEMBLY OF STANDARD FURNITURE
- LOADING & UNLOADING
- EXPERIENCED, PROFESSIONAL & COURTEOUS MOVERS
- WE ATTEMPT TO CONTACT YOU WHEN WE'RE IN ROUTE TO YOU
- ADDITIONAL ITEMS ARE THE SAME PRICE ON MOVE DAY AS WHEN YOU BOOK YOUR MOVE!

- SAME REASONABLE RATES 7 DAYS A WEEK

Accent Movers guarantees the quoted price is binding and will NOT CHANGE as long as the information furnished remains the same.

**REMARKS:**

- If a guaranteed quote is not shown above, then a list of items was not provided. In order for **Accent Movers** to provide a guaranteed quote, an itemized list must be available.
- We do ask that payment be made upon arrival at the destination address.
- As required by Tx.DOT, a household goods carrier's liability for loss or damage to cargo is limited to .60 cents per pound per article unless the household goods carrier and shipper agree, in writing, to a higher limit of carrier liability. Such higher limit may be purchased at an additional cost and will be noted and signed for on the contract. This liability of cargo is quite often referenced by moving companies as **"Bonded and Insured"**
- We do offer competitive pricing and will make every effort to meet or beat any licensed and registered mover's quote.
- We are registered with the Better Business Bureau.

We would like to take this opportunity to thank you for considering **Accent Movers**. We value your business and hope to hear from you soon.

Sincerely yours,

## Jolie Tanigawa

Jolie Tanigawa,  
Relocation Consultant

Email Customer: [mailformickey@hotmail.com](mailto:mailformickey@hotmail.com)

Estimated weight of shipment: 9054.5

Stair charge assesed: 1.01

From: Address:  City:  State:  Zip:

TO: Address:  City:  State:  Zip:

[Get Directions](#)

### Intrastate

Mileage:

Weight:

Percent:




[Get Price](#)

### Interstate

Mileage:

Weight:

Percent:




[Get Price](#)

More photos, more messages, more storage—get 2GB with Windows Live Hotmail.

Leal, Mario <FMCSA>

From: ml c [mailto:mailformickey@hotmail.com]  
 Sent: Thursday, May 17, 2007 8:24 PM  
 To: Leal, Mario <FMCSA>  
 Subject: FW: Re: Accent Movers Confirmation for move

From: <melissa@accentmovers.com>  
 Reply-To: <melissa@accentmovers.com>  
 To: "ml c" <mailformickey@hotmail.com>  
 Subject: Re: Accent Movers Confirmation for move  
 Date: Thu, 31 Aug 2006 10:52:43 -0500

I just checked with Shane and your total will be \$5000.00. Let me know if you have any questions.

----- Original Message -----

From: ml c  
 To: melissa@accentmovers.com  
 Sent: Thursday, August 31, 2006 10:31 AM  
 Subject: Re: Accent Movers Confirmation for move

I forgot about my x-mas stuff, and some bins in the garage. make the boxes total 175 to be safe. What do we do if I guess over?

From: <melissa@accentmovers.com>  
 Reply-To: <melissa@accentmovers.com>  
 To: "ml c" <mailformickey@hotmail.com>  
 Subject: Re: Accent Movers Confirmation for move  
 Date: Thu, 31 Aug 2006 10:07:15 -0500

Mickey,

Let me know what we need to add to the list and I'll let you know the cost. It shouldn't be that much because your main cost is the mileage and you've already been charged on that.

----- Original Message -----

From: ml c  
 To: melissa@accentmovers.com  
 Sent: Thursday, August 31, 2006 10:03 AM  
 Subject: RE: Accent Movers Confirmation for move

Hi Jolie,

There are many items not listed both that I mentioned to you in conversation and that I didn't recall when we talked. I know there will be room for them but my concern is not knowing the cost. How much more will overages cost me?

Thank You, Mickey

From: <melissa@accentmovers.com>  
 Reply-To: <melissa@accentmovers.com>  
 To: <mailformickey@hotmail.com>  
 Subject: Accent Movers Confirmation for move  
 Date: Thu, 31 Aug 2006 09:39:47 -0500

5/21/2007

EXHIBIT

60

## HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

(1) SECTION 1 - GENERAL PROVISIONS

- (A) For the purposes of this contract, the following terms will mean:
- (i) Household good carries the motor carrier/movers contracted to transport a shipment of household goods.
  - (ii) Shipper-the owner of the household goods shipment or his representative.
  - (iii) Consignor to the moving services contract are not used unless agreed to in writing by the household goods carrier and the shipper.
  - (iv) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.
  - (v) Moving services contracts must comply with all other applicable laws of the State of Texas.

## SECTION 2. CARGO LIABILITY PROVISIONS

- (C) The household goods carrier is not liable for loss or damage caused by dangerous or excessive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.

## (2) SECTION 3 - CLAIM PROVISIONS

- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.

- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(4) **SECTION 4 - PAYMENT PROVISIONS.** The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

(5) **SECTION 6 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.**

- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper or the household goods.
- (C) A shipment of household goods stored in storage is subject to loss for storage, freight, and other lawful charges.
- (D) A household goods carrier must issue written notice of this storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in Transportation Code, Chapter 6.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner to the method set out in the contract cannot be reasonably accomplished.

## MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the final responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: Binding ☐ ; Not to Exceed ☐

**CARRIERS LIABILITY:** A household good carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier shipsper agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

**I have read, understand, and agree to the terms of the above: Customer Signature** 

**Driver Signature** 

Customer Name _____	<input type="checkbox"/> Called 800 Number Office	<input type="checkbox"/> Called _____	Move Price <u>\$500.00 / 1000 down</u>
Current Phone _____	Total _____	Time _____ Date _____	
Fax _____	Payment may be made in the form of:	Start Time _____ Stop Time _____	
Bus Phone _____	Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.	
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Card # _____		
	Exp. Date _____ Auth. # _____		
Customer Signature <u>[Signature]</u>	DL # _____	Customer Signature <u>X [Signature]</u>	

<u>QTY.</u>	<u>LIVING ROOM</u>	<u>RED ROOM</u>	<u>BOXES, ONE PERSON CARRY</u>
<u>3</u>	<u>CUSHION SOFA</u>	<u>BED: WATER, DAY, BUNK, BRIDGE</u>	<u>BOXES, TWO PERSONS CARRY</u>
<u>2</u>	<u>CUSHION SOFA</u>	<u>WE DISASSEMBLE: <u>YES</u> <u>NO</u></u>	<u>SEWING MACHINE</u>
<u>1</u>	<u>HIDE-A-BED</u>	<u>BED: KING SIZE</u>	<u>IRONING BOARD / VACUUM CLEANER</u>
<u>1</u>	<u>BUTTON</u>	<u>BED: SINGLE, DOUBLE, QUEEN SIZE</u>	<u>PLANTS / PLANT STAND</u>
<u>1</u>	<u>TABLE: COFFEE, SOFA, END</u>	<u>NIGHT STAND</u>	<u>AQUARIUM <u>          </u> GAL.</u>
<u>1</u>	<u>OVERSTUFFED CHR., ARM OR RECLINER</u>	<u>MIRROR</u>	<u>PIANO, ORGAN</u>
<u>1</u>	<u>BIG SCREEN T.V. <u>          </u> INCH</u>	<u>DRESSER, CHEST OF DRAWERS</u>	<u>GARDEN EQUIPMENT / TOOLS</u>
<u>1</u>	<u>ENTERTAINMENT CENTER</u>	<u>ARMOIRE</u>	<u>LAWN MOWER, FERTILIZER SPREADER</u>
<u>1</u>	<u>PORTABLE T.V. <u>          </u> T.V. STAND</u>	<u>VANITY DRESSER</u>	<u>PATIO TABLE</u>
<u>1</u>	<u>STEREO / V.C.R. / COMP. COMPONENTS</u>	<u>FOOT LOCKER, CEDAR CHEST, TRUNK</u>	<u>PATIO CHAIRS</u>
<u>1</u>	<u>BOOKCASE OR WALL UNIT</u>	<u>CLOTHES (MEASURED IN LINEAR FEET)</u>	<u>WORK BENCH</u>
<u>1</u>	<u>FOOT STOOL OR OTTOMAN</u>	<u>NURSERY ITEMS: CRIB, CHANGING TAB.</u>	<u>EXERCISE EQUIPMENT</u>
<u>1</u>	<u>LAMPS / PICTURES</u>	<u>WE DISASSEMBLE: <u>YES</u> <u>NO</u></u>	<u>TREADMILL, STEPPER, BIKE</u>
<u>1</u>	<u>AREA RUG</u>	<u>DINING ROOM</u>	<u>WEIGHT BENCH <u>          </u> LBS.</u>
	<u>OFFICE</u>	<u>CHINA CABINET</u>	<u>TOOL CHEST</u>
<u>1</u>	<u>DESK: OFFICE, SEC., EKE, ROLL TOP</u>	<u>BUFFET</u>	<u>SHELF UNIT (METAL, ETC.)</u>
<u>1</u>	<u>DESK: WRITING, RETURN</u>	<u>DINING TABLE</u>	<u><i>Box of mirrors</i></u>
<u>1</u>	<u>DESK CHAIR</u>	<u>BAR STOOL OR DINING CHAIR</u>	<u><i>Antique console</i></u>
<u>1</u>	<u>FILE CAB.: 2-DRAWER</u>	<u>BAR CABINET / BAR/ETS RACK / STAGERS</u>	<u><i>0</i></u>
<u>1</u>	<u>FILE CAB.: 4-DRAWER</u>	<u><i>KITCHEN</i></u>	<u><i>File</i></u>
<u>1</u>	<u>FILE CAB.: 2-DWR. LAT.</u>	<u>REFRIGERATOR OR FREEZER</u>	
<u>1</u>	<u>FILE CAB.: 4-DWR. LAT.</u>	<u>WASHER / DRYER</u>	
<u>1</u>	<u>TABLE: FOLDING <u>          </u> FT.</u>	<u>MICROWAVE OVEN / STAND</u>	
<u>1</u>	<u>TABLE: CONF. <u>          </u> FT.</u>	<u><i>RECREATION</i></u>	
<u>1</u>	<u>STORAGE CAB.: 3-DOOR</u>	<u>BAR-B-QUE GRILL</u>	
<u>1</u>	<u>STORAGE CAB.: 2-DOOR</u>	<u>BICYCLE</u>	

EXHIBIT

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DMC/4-12-06 @mc/4-13-06/UPD.

Reference # 703784-12-22511-20060301

OMB No. 2125-0013

 U.S. Department of Transportation Federal Motor Carrier Safety Administration	<h2 style="margin: 0;">MOTOR CARRIER IDENTIFICATION REPORT</h2> <h3 style="margin: 0;">(Application for U.S. DOT Number)</h3>
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REASON FOR FILING (Check Only One)

☐ NEW APPLICATION  
 ☐ BIENNIAL UPDATE OR CHANGES  
 ☐ OUT OF BUSINESS NOTIFICATION  
 ☒ REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER <b>ACCENT MOVERS INC</b>				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME <b>123 31</b>							
3. PRINCIPAL STREET ADDRESS/ROUTE NUMBER <b>2616 WEAVER STREET</b>			4. CITY <b>HALTOM CITY</b>		5. MAILING ADDRESS (P.O. BOX) <b>2616 WEAVER STREET</b>		6. MAILING CITY <b>HALTOM CITY</b>				
7. STATE/PROVINCE <b>TX</b>		8. ZIP CODE+4 <b>76117</b>		9. COLONIA (MEXICO ONLY)		10. STATE/PROVINCE <b>TX</b>		11. ZIP CODE+4 <b>76117</b>		12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER <b>(817) 834-5377</b>				14. PRINCIPAL CONTACT CELLULAR PHONE NUMBER				15. PRINCIPAL BUSINESS FAX NUMBER <b>(817) 834-3699</b>			
16. USDOT NO. <b>703784</b>		17. MC OR MX NO. <b>325452</b>		18. DUN & BROADSTREET NO.		19. IRS/TAX ID NO. <b>EIN# 75-2317010 SSN#</b>		20. INTERNET E-MAIL ADDRESS			

21. COMPANY OPERATION (Circle all that apply)

☒ Interstate Carrier  
 ☐ Intrastate Hazmat Carrier  
 ☐ Intrastate Non-Hazmat Carrier  
 ☐ Interstate Shipper  
 ☐ Intrastate Shipper  
 ☐ Vehicle Registrant Only

22. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR

23. OPERATION CLASSIFICATION (Circle All that Apply)

☒ Authorized For-Hire  
 ☐ Private Property  
 ☐ Private Passengers (Business)  
 ☐ Private Passengers (Non-Business)  
 ☐ U.S. Mail  
 ☐ Federal Government  
 ☐ State Government  
 ☐ Local Government  
 ☐ Indian Tribe  
 ☐ Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

A. GENERAL FREIGHT B. HOUSEHOLD GOODS C. METAL SHEETS, COILS, ROLLS D. MOTOR VEHICLES E. DRIVE AWAY/TOWAWAY	F. LOGS, POLES G. BEAMS, LUMBER H. BUILDING MATERIALS I. MOBILE HOMES J. MACHINERY K. LARGE OBJECTS	L. FRESH PRODUCE M. LIQUIDS/GASES N. INTERMODAL CONT. O. PASSENGERS P. OIL FIELD EQUIPMENT Q. LIVESTOCK	R. GRAIN, FEED, HAY S. COAL/COKE T. MEAT U. GARBAGE, REFUSE, TRASH V. U.S. MAIL W. CHEMICALS	X. COMMODITIES DRY BULK Y. REFRIGERATED FOOD Z. BEVERAGES AA. CONSTRUCTION AB. PAPER PRODUCTS AC. WATER WELL AD. UTILITY AE. OTHER
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25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C - CARRIED S - SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGES

C S A. DIV 1.1	B NB C S K. DIV 2.2A (AMMONIA)	B NB C S U. DIV 4.2	B NB C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB C S L. DIV 2.3A	B NB C S V. DIV 4.3	B NB C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB C S M. DIV 2.3B	B NB C S W. DIV 5.1	B NB C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB C S N. DIV 2.3C	B NB C S X. DIV 5.2	B NB C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB C S O. DIV 2.3D	B NB C S Y. DIV 6.2	B NB C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB C S P. CLASS 3	B NB C S Z. DIV 6.1A	B NB C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB C S Q. CLASS 3A	B NB C S AA. DIV 6.1B	B NB C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1PG	B NB C S R. CLASS 3B	B NB C S BB. DIV 6.1P (Poison)	B NB C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (METHANE)	B NB C S S. COMB LIQ	B NB C S CC. DIV 6.1S (Solid)	B NB C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB C S T. DIV 4.1	B NB C S DD. CLASS 7	B NB C S NN. HAZARDOUS WASTE	B NB
			C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	HazMat Cargo Tank Trucks	HazMat Cargo Tank Trailers	Motor Coach	School Bus	Mini-bus	Van	Limousine				
							Number of vehicles carrying number of passengers (including the driver) below							
							1-8	9-15	16+	1-8	9-15	1-8	9-15	16+
OWNED	1		20											
TERM LEASED														
TRIP LEASED														

27. DRIVER INFORMATION

Within 100-Mile Radius  
 INTERSTATE  
 INTRASTATE  
 TOTAL DRIVERS  
 TOTAL CDL DRIVERS

Beyond 100-Mile Radius

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If Yes, enter your U.S. DOT Number: \_\_\_\_\_

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S) OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. SHANE GIBSON (Please Print Name)

2. \_\_\_\_\_ (Please Print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, \_\_\_\_\_ (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or the Federal Hazardous Materials Regulations. Under penalty of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, accurate and complete.

Signature \_\_\_\_\_ Date 3-21-06 Title President

**ACUFF & GAMBOA, L.L.P.**

2501 Parkview Drive, Suite 405

Fort Worth, Texas 76102-5816

Phone: (817) 885-8500

Fax: (817) 885-8504

**DATE:** January 23, 2009

**TO:** Nancy Jackson

VIA FAX: 303-407-2339

**FROM:** John L. Gamboa

**RE:** No. FMCSA-2007-0089

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

**NUMBER OF PAGES INCLUDING COVER PAGE:** 7

**SPECIAL MESSAGE:**

Enclosed you will please find a file-marked copy of the Defendant's Original Answer with regard to the above matter. Should you have any questions or concerns please advise the office.

☐ Original will follow via:

☒ Original will not follow

☐ Regular Mail

☐ Overnight Delivery

☐ Hand Delivery

☐ Certified Mail RRR

**CONFIDENTIALITY NOTE:** The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.

*not offered*  
*LD*

**EXHIBIT**

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UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, DC

\_\_\_\_\_  
In the Matter of

ACCENT MOVERS, INC.

Respondent.

§  
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§  
§

Docket No. FMCSA-2007-0089  
(Federal Motor Carrier Safety Administration)

**RESPONDENT'S ANSWER'S TO FIRST REQUEST FOR ADMISSIONS**

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

**REQUEST NO. 1** - Admit that you did not have authority/registration from the United States Department of Transportation (as those terms are defined and used in 49 U.S.C. §§ 13901 et. Seq. And 49 C.F.R. §§ 390.5 and 392.9a(a) as a broker and/or interstate motor carrier in August or September 2006.

1. **RESPONSE:** Admit.

**REQUEST NO. 2** - Admit that you applied to the United States Department of Transportation for authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(s)) as an interstate motor carrier in 1997 and were granted a Certificate

of Registration on or about December 24, 1997.

2. **RESPONSE:** Admit.

**REQUEST NO. 3** - Admit that the United State Department of Transportation served on you a Notice of Investigation for Revocation of Authority on or about April 24, 1998.

3. **RESPONSE:** Respondent has made a diligent search for the notice, but can not find same, consequently can not admit nor deny.

**REQUEST NO. 4** - Admit that your authority / registration (as those terms are defined and used in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) from the United States Department of Transportation as an interstate motor carrier was revoked on or about June 16, 1998 and has never been reinstate.

4. **RESPONSE:** Admit.

**REQUEST NO. 5** - Admit that in 2006 you used owner/operators under lease agreements to transport household good in interstate commerce.

5. **RESPONSE:** Deny.

**REQUEST NO. 6** - Admit that Mark Moreno was your employee in September 2006.

6. **RESPONSE:** Deny

**REQUEST NO. 7** - Admit that the document attached and identified as Exhibit 1 to this Request for Admissions was written and signed by Shane Gibson on or about May 17, 2007.

7. **RESPONSE:** Admitted as to the personal truth of Shane Gibson.

**REQUEST NO. 8** - Admit that the document attached and identified as Exhibit 2 to this Request for Admissions was reviewed and signed by Shane Gibson on or about May 17, 2007.

8. **RESPONSE:** Admitted signed but not reviewed.

**REQUEST NO. 9** - Admit that in 2006 and 2007 your website advertising stated that Accent Motors, Inc. is a moving company specializing in relocation offices, home, and apartments in the DFW area as well as all over the country.

9. **RESPONSE:** Deny.

**REQUEST NO. 10** - Admit that the document attached and identified as Exhibit 3 to this Request for Admissions is a fair and accurate printout of the information from your website in July 2007.

10. **RESPONSE:** Admitted, but old website should have been changed to eliminate interstate reference.

**REQUEST NO. 11** - Admit that on or about August 31, 2006 you provided a binding estimate to shipper Coogan for the transportation of household goods from California to Texas.

11. **RESPONSE:** Deny.

**REQUEST NO. 12** - Admit that the document attached and identified as Exhibit 4 to this Request for Admissions is a fair and accurate printout of the binding estimate you made to shipper Coogan.

12. **RESPONSE:** Deny.

**REQUEST NO. 13** - Admit that the document attached and identified as Exhibit 5 to this Request for Admissions subject line "Accent Mover Confirmation for move" is a fair and accurate printout of the email transmission of the binding estimate you made to shipper Coogan.

13. **RESPONSE:** Deny.

**REQUEST NO. 14** - Admit that the documents attached and identified as Exhibit 6 to this Request for Admissions are fair and accurate printouts of the email communications between you and shipper Coogan on or about August 31, 2006.

14. **RESPONSE:** Admit.

**REQUEST NO. 15** - Admit that the documents attached and identified as Exhibit 7 to this Request for Admissions are fair and accurate copies of your Household Goods Proposal and Contract of Moving Services for shipper Coogan.

15. **RESPONSE:** Admit.

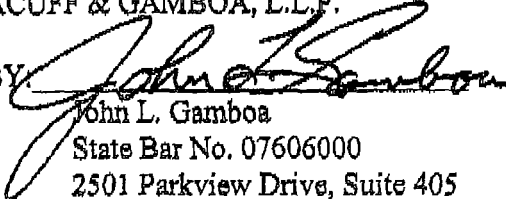
**REQUEST NO. 16** - Admit that the document attached and identified as Exhibit 8 to this Request for Admissions is a fair and accurate copy of the Motor Carrier Identification Report filed by you with the United States Department of Transportation, Federal Motor Carrier Safety Administration in March 2006.

16. **RESPONSE:** Admit.

Respectfully submitted,

ACUFF & GAMBOA, L.L.P.

BY:



John L. Gamboa

State Bar No. 07606000

2501 Parkview Drive, Suite 405

Fort Worth, TX 76102

(817) 885-8500

FAX (817) 885-8504

ATTORNEY FOR RESPONDENT



CERTIFICATE OF SERVICE

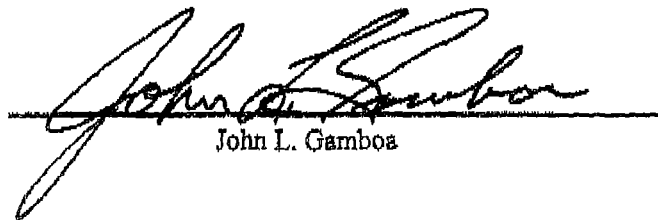
This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the 23<sup>rd</sup> day of January, 2009:

Joanne A. Cisneros, Texas Division Administrator  
U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
903 San Jacinto Blvd.  
Austin, Texas 78701  
**Certified Mail RRR**

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
Western Service Center  
12600 West Colfax Avenue, Suite B-300  
Lakewood, CO 80215  
**VIA FAX: 303-407-2339**

Darrell L. Ruban  
Field Administrator  
c/o Paula Smith  
Federal Motor Carrier Safety Administration  
Southern Service Center  
1800 Century Blvd, Suite 1700  
Atlanta, GA 30345-3104  
**Certified Mail RRR**

BY:

  
John L. Gamboa

BEFORE THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, D.C.

\_\_\_\_\_  
In the Matter of:

Accent Movers, Inc.,

Respondent.  
\_\_\_\_\_

)  
)  
)  
) Docket No. FMCSA-2007-0089  
)  
) (Southern Service Center)  
)  
)  
)

**FIRST SET OF INTERROGATORIES**

To: Accent Movers, Inc.

From: Federal Motor Carrier Safety Administration

Pursuant to Pursuant to 49 C.F.R. § 386.42 of the Rules of Practice for Motor Carrier, Broker, Freight Forwarder, and Hazardous Materials Proceedings, the Claimant through his counsel requests that you, within thirty days, answer the following interrogatories under oath to the Field Administrator through his attorney of record at 12600 West Colfax Avenue, Suite B-300, Lakewood, Colorado 80215.

**Instructions**

a. Each interrogatory is to be answered separately and fully in writing under oath unless it is objected to, in which event the grounds for objection shall be stated and signed by the party, or counsel for the party, if represented, making the response. An

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*10-11-07*



interrogatory otherwise proper is not necessarily objectionable merely because an answer to the interrogatory involves an opinion or contention that relates to fact or the application of law to fact. If, in answer to these interrogatories, you encounter any ambiguities construing a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in answering.

b. Each Interrogatory should be answered upon your entire knowledge from all sources and all information in your possession or otherwise available to you, including information from your officers, employees, agents, representatives or consultants and information which is known by each or any of them.

c. If any answer is qualified, state specifically the terms of each qualification and the reasons for it. If an interrogatory cannot be answered in full, state the part which can be answered and answer the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be answered.

d. If any Interrogatory may be answered fully by a document, the document may be attached in lieu of an answer if the document is marked to refer to the Interrogatory to which it responds.

e. Each Interrogatory is considered continuing, and if Respondent obtains information which renders its answers on one or more of them incomplete or inaccurate, Respondent is obligated to promptly serve amended answers.

#### Definitions

As used in these interrogatories, the following terms are to be interpreted with these definitions:

a. "You" "your" and "Respondent" as used herein refer to Accent Movers, Inc., the respondent in this proceeding and includes all employees, agents and representatives.

b. "Document" and "Documents" shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive, computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of, or within the knowledge of, Respondent and/or its employees, agents, consultants, or experts. The descriptions of documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.

c. "Identify" and/or "state the identity of" with reference to individuals or persons means state the name, identifying information, identifying description, job title, job description, and current or last known business and home address, work and home telephone numbers.

d. "Identify" with reference to documents means state the date of the document, the type of document, the names and present addresses of the person or persons who prepared the document and of the signers and addressees of the document, the present location of the document, the name and current business and home addresses of the present custodians of the original document and any copies of it, a summary of the

contents of the document, and if the original document was destroyed, the date and reasons for or circumstances under which it was destroyed.

e. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.

f. "Describe" used in connection with any situation, circumstance, act, occurrence, or physical fact, shall include but not be limited to the following: the identify of every person known to have been involved or to have witnessed the situation, circumstance, act, occurrence, or physical fact, relevant date or dates, and a description of any documents, records or things documenting or involved in such situation, circumstances, act or occurrence.

g. "Relate" or "relating to" means referring to, concerning in any way, being evidence of, or memorializing all or any portion of the specified facts, contentions, or matter referenced.

h. As used herein, singular pronouns also include the plural.

i. "And" "or" and "and/or" shall be construed as broadly as possible so that information otherwise within the scope of the request is not excluded.

## INTERROGATORIES

**INTERROGATORY NO. 1** – Identify all persons answering or supplying information in answering these interrogatories.

**INTERROGATORY NO. 2** – Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods in interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

**INTERROGATORY NO. 3** – Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

**INTERROGATORY NO. 4** – Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

**INTERROGATORY NO. 5** – Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

**INTERROGATORY NO. 6** – Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s), and job description(s).

**INTERROGATORY NO. 7** – Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home addresses and telephone numbers.

**INTERROGATORY NO. 8** – Explain and describe in detail the reasons for, circumstances of, and process used for your “referral” of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your “referral” of the move for shipper Coogan to Mark Moreno.

**INTERROGATORY NO. 9** – Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you “referred” the move of household goods for shipper Coogan.

**INTERROGATORY NO. 10** – Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to “referring” the move of household goods for shipper Coogan.

**INTERROGATORY NO. 11** – Explain and describe in detail any and all basis and support for your statement “Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past”.

**INTERROGATORY NO. 12** – Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to “referring” the move of household goods for shipper Coogan.

**INTERROGATORY NO. 13** – Identify, explain and describe in detail any and all shipments, transportations, and/or moves of household goods you “referred” to Mark Moreno prior to the Coogan move in September 2006.

**INTERROGATORY NO. 14** – Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**INTERROGATORY NO. 15** – Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

**INTERROGATORY NO. 16** – Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

**INTERROGATORY NO. 17** – Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreement(s) between you and any



owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entity(ies).

Attorneys for the Claimant

Date: January 8, 2009


By: 

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
12600 West Colfax Avenue, Suite B-300  
Lakewood, Colorado 80215  
303-407-2363  
303-407-2339 (Fax)

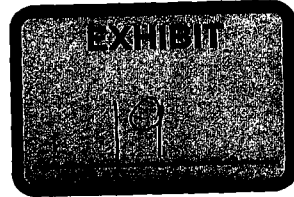
### CERTIFICATE OF SERVICE

This is to certify that on the 8<sup>th</sup> of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Set of Interrogatories to each of the parties listed below:

John L. Gamboa Acuff Gamboa & White, L.L.P. Attorneys for Respondent 2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816	Original Federal Express FedEx # 7972 3114 8791
Joanne A. Cisneros Division Administrator Federal Motor Carrier Safety Administration Texas Division 903 San Jacinto Blvd. Austin, Texas 78701	One Copy Internal Mail
Nancy Jackson Office of Chief Counsel Federal Motor Carrier Safety Administration Western Service Center 12600 West Colfax Avenue, Suite B-300 Lakewood, CO 80215	One Copy Internal Mail
Darrell L. Ruban Field Administrator c/o Paula Smith Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd Suite 1700 Atlanta, GA 30345	One Copy Federal Express FedEx # 7972 3122 9424

  
\_\_\_\_\_

UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, DC



In the Matter of

ACCENT MOVERS, INC.

Respondent.

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Docket No. FMCSA-2007-0089  
(Federal Motor Carrier Safety Administration)

**RESPONDENT'S RESPONSES TO FMCSA'S  
FIRST SET OF INTERROGATORIES**

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

**INTERROGATORY NO. 1** - Identify all persons answering or supplying information in answering these interrogatories.

**RESPONSE:** Shane Gibson  
2616 Weaver Road  
Haltom City, Texas, 76117

**INTERROGATORY NO. 2** - Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

**RESPONSE:** Attached.

**INTERROGATORY NO. 3** - Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

**RESPONSE:** Shane Gibson.

**INTERROGATORY NO. 4** - Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

**RESPONSE:** NONE

**INTERROGATORY NO. 5** - Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

**RESPONSE:** Just scheduled the move.

**INTERROGATORY NO. 6** - Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s) and job description(s).

**RESPONSE:** Referred moves to Mark Moreno only.

**INTERROGATORY NO. 7** - Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home address and telephone numbers.

**RESPONSE:** Mark Moreno

**INTERROGATORY NO. 8** - Explain and describe in detail the reasons for, circumstances of, and process used for your "referral" of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your "referral" of the move for shipper Coogan to Mark Moreno.

**RESPONSE:** Referred movers in the past to Mark Moreno with no problems.

**INTERROGATORY NO. 9** - Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you "referred" the move of household goods for shipper Coogan.

**RESPONSE:** Such information is not known by Respondent.

**INTERROGATORY NO. 10** - Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** He informed Respondent he was capable of moving the shipment.

**INTERROGATORY NO. 11** - Explain and describe in detail any and all basis and support for your statement "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

**RESPONSE:** Shipment were given to him in the past without any problems.

**INTERROGATORY NO. 12** - Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** None as Respondent had dealt with Mr. Moreno in the past.

**INTERROGATORY NO. 13** - Identify, explain and describe in detail any and all shipments, transportation, and/or moves of household goods you "referred" to Mark Moreno prior to the Coogan move in September 2006.

**RESPONSE:** Respondent referred intrastate moves to Mr. Moreno, and does not know the exact number at this time.

**INTERROGATORY NO. 14** - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** Mark Moreno never paid Respondent any sums for the shipment.

**INTERROGATORY NO. 15** - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** Respondent paid Mark Moreno the sums received from the shipper.

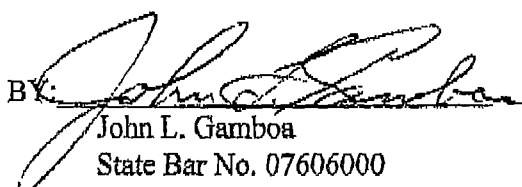
**INTERROGATORY NO. 16** - Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

**RESPONSE:** NONE

**INTERROGATORY NO. 17** - Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreements between you and any owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entities.

**RESPONSE:** NONE

Respectfully submitted,  
ACUFF & GAMBOA, L.L.P.

BY:   
John L. Gamboa  
State Bar No. 07606000  
2501 Parkview Drive, Suite 405  
Fort Worth, TX 76102  
(817) 885-8500  
FAX (817) 885-8504  
ATTORNEY FOR RESPONDENT

**CERTIFICATE OF SERVICE**

This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the 24 day of February 2009:

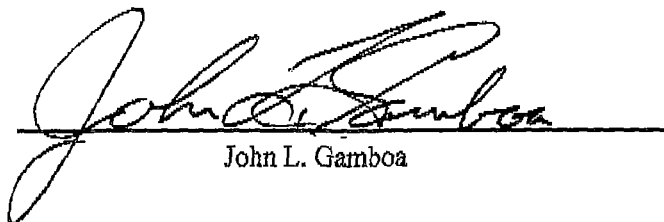
Joanne A. Cisneros, Texas Division Administrator  
U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
903 San Jacinto Blvd.  
Austin, Texas 78701  
Certified Mail RRR

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
Western Service Center  
12600 West Colfax Avenue, Suite B-300  
Lakewood, CO 80215  
VIA FAX: 303-407-2339

Darrell L. Ruban  
Field Administrator  
c/o Paula Smith

Federal Motor Carrier Safety Administration  
Southern Service Center  
1800 Century Blvd, Suite 1700  
Atlanta, GA 30345-3104  
Certified Mail RRR

BY:

  
John L. Gamboa



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

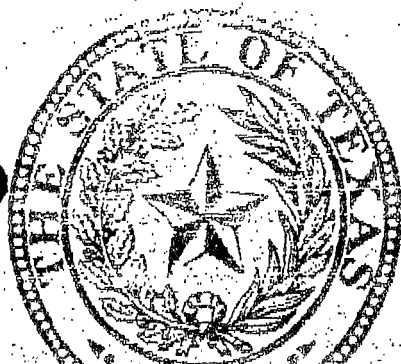
CHARTER NO. # 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27, 19 89.



*Paul M. Rogers*

Secretary of State

ERG



EXHIBIT

A

## ARTICLES OF INCORPORATION

OF

ACCENT MOVERS, INC.

FILED  
In the Office of the  
Secretary of State of Texas

MAR 27 1989

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

## ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC..

## ARTICLE TWO

The period of its duration is perpetual.

## ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

## ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

## ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

## ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

NameAddress

Allen D'Shane Gibson

1244 Southridge Court,  
Suite 102, Hurst, TX 76053

## ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is , and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

NameAddress

Allen D'Shane Gibson

2311 East Loop 820 North,  
Fort Worth, Texas 76118

Mandy Carpenter

2311 East Loop 820 North,  
Fort Worth, Texas 76118

## ARTICLE EIGHT

The name and address of the Incorporator is:


Name

Lee M. Smith

Address

1244 Southridge Court,  
Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have hereunto set my hand this  
22<sup>ND</sup> day of March, 1989.

  
Lee M. Smith, Incorporator

THE STATE OF TEXAS \*

COUNTY OF Tarrant \*

I, Saura R. Rex, a notary public, do hereby certify that on this 22nd day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

Saura R. Rex  
Notary Public in and for Tarrant  
County, Texas

My Commission Expires:

8/29/92



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at  
1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053  
on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the  
meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the  
waiver of notice of the meeting, subscribed by all the directors  
named in the articles of incorporation, and it was ordered that it  
be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a  
copy of the articles of incorporation and reported that on  
the original thereof was filed in the  
office of the Secretary of State of the State of Texas and that  
the Secretary of State issued a formal Certificate of Incorporation  
to the company on that date. The secretary presented the Certificate  
of Incorporation annexed to an approved duplicate of the articles  
of incorporation as filed and it was ordered appended to the  
minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president Shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at  
in the City of \_\_\_\_\_ State of \_\_\_\_\_  
and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at

and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from  
dated \_\_\_\_\_ and addressed to this corporation.  
ration.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) \_\_\_\_\_ fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.



Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

\_\_\_\_\_  
chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Mandy Carpenter  
secretary

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting  
Certificate of Incorporation and articles of incorporation  
Resignation of directors  
By-laws  
Specimen share certificates  
Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2, 1989

Time of meeting 4:00 p.m.

Mandy Carpenter

Dated:

**ACUFF & GAMBOA, L.L.P.**

2501 Parkview Drive, Suite 405

Fort Worth, Texas 76102-5816

Phone: (817) 885-8500

Fax: (817) 885-8504

---

**DATE:** February 24, 2009

**TO:** Nancy Jackson 303-407-2339

**FROM:** Tamara Null, Legal Assistant to John L. Gamboa

**RE:** Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.,  
Respondent

**NUMBER OF PAGES INCLUDING COVER PAGE:**

**SPECIAL MESSAGE:**

☒ Original will follow via: \_\_\_\_\_ Original will not follow

\_\_\_\_\_ Regular Mail

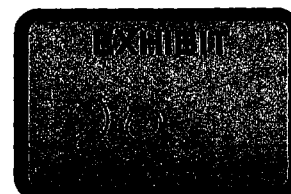
\_\_\_\_\_ Overnight Delivery

\_\_\_\_\_ Hand Delivery

\_\_\_\_\_ Certified Mail RRR

**CONFIDENTIALITY NOTE:** The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.

6/16/09  
JD



**ACUFF & GAMBOA, L.L.P.**

ATTORNEYS AT LAW  
PARK PLAZA BUILDING  
2501 PARKVIEW DRIVE, SUITE 405  
FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX 817/885-8504

February 25, 2009

Sent via Fax 303-407-2339

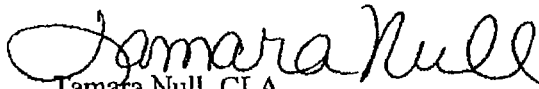
Nancy Jackson  
Federal Motor Carrier Safety  
Western Service Center  
12600 W. Colfax Ave., Suite B300  
Denver, CO 80215

RE: Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.

Dear Ms. Jackson:

Enclosed please find the original and one copy of Respondent's Responses to FMCSA'S First Set of Interrogatories and Respondent's Responses to FMCSA'S First Request for Production of Documents.

Very truly yours,



Tamara Null, CLA  
Legal Assistant for  
JOHN L. GAMBOA

JLG/tn  
Enclosures

cc: ONE COPY

Sent via CMRRR 7007 0710 0004 7456 8466

Darrell L. Ruban, Field Administrator Federal Motor Carrier Safety Administration Southern Service Center  
1800 Century Blvd., Suite 1700  
Atlanta, GA 30345

Sent via CMRRR 7007 0710 0004 7456 8473

Joanne A. Cisneros  
Texas Division Administrator  
Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.  
Austin, TX 78701

Sent via Fax 202-366-7536

The Honorable Richard C. Goodwin

UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, DC

In the Matter of

ACCENT MOVERS, INC.

Respondent.

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Docket No. FMCSA-2007-0089  
(Federal Motor Carrier Safety Administration)

**RESPONDENT'S RESPONSES TO FMCSA'S  
FIRST SET OF INTERROGATORIES**

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

**INTERROGATORY NO. 1** - Identify all persons answering or supplying information in answering these interrogatories.

**RESPONSE:** Shane Gibson  
2616 Weaver Road  
Haltom City, Texas, 76117

**INTERROGATORY NO. 2** - Identify the date and state of incorporation of Accent Movers, Inc., all officers, members and directors, all employees responsible for compliance with Federal statutes and regulations related to the transportation of property including household goods interstate commerce, and all any fictitious business name(s) used by Accent Movers, Inc.

**RESPONSE:** Attached.

**INTERROGATORY NO. 3** - Identify all witnesses you intend to call at hearing, including any witness expected to give opinion testimony specifically including expert witness(es), and provide a narrative summary of expected testimony for each witness.

**RESPONSE:** Shane Gibson.

**INTERROGATORY NO. 4** - Identify all exhibits you intend to introduce at hearing and identify the witness who will be used to introduce the exhibit.

**RESPONSE:** NONE

**INTERROGATORY NO. 5** - Describe in detail any and all involvement you had in the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006.

**RESPONSE:** Just scheduled the move.

**INTERROGATORY NO. 6** - Describe in detail any and all relationship, employment and/or association you have had and/or currently have with Mark Moreno. Identify any and all job positions held by Mark Moreno with you including dates of employment, job title(s) and job description(s).

**RESPONSE:** Referred moves to Mark Moreno only.

**INTERROGATORY NO. 7** - Provide detailed identification and contact information for Mark Moreno including, but not limited, to full name, date of birth, driver's license number, current business and home address and telephone numbers.

**RESPONSE:** Mark Moreno

**INTERROGATORY NO. 8** - Explain and describe in detail the reasons for, circumstances of, and process used for your "referral" of the move for shipper Coogan to Mark Moreno. Identify any and all documents associated with your "referral" of the move for shipper Coogan to Mark Moreno.

**RESPONSE:** Referred movers in the past to Mark Moreno with no problems.

**INTERROGATORY NO. 9** - Identify the motor carrier United States Department of Transportation (USDOT) number and Motor Carrier (MC) number for Mark Moreno and any and all motor carrier entity(ies) and/or operations by which Mark Moreno was and/or is employed. Specifically identify the USDOT number and MC number for the motor carrier entity employing Mark Moreno in September 2006 when you "referred" the move of household goods for shipper Coogan.

**RESPONSE:** Such information is not known by Respondent.

**INTERROGATORY NO. 10** - Explain and describe in detail any and all steps and inquiries you made to determine the motor carrier registration status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** He informed Respondent he was capable of moving the shipment.

**INTERROGATORY NO. 11** - Explain and describe in detail any and all basis and support for your statement "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

**RESPONSE:** Shipment were given to him in the past without any problems.

**INTERROGATORY NO. 12** - Explain and describe in detail any and all information you had regarding Mark Moreno, any employer of Mark Moreno, any motor carrier associated with Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** None as Respondent had dealt with Mr. Moreno in the past.

**INTERROGATORY NO. 13** - Identify, explain and describe in detail any and all shipments, transportation, and/or moves of household goods you "referred" to Mark Moreno prior to the Coogan move in September 2006.

**RESPONSE:** Respondent referred Intrastate moves to Mr. Moreno, and does not know the exact number at this time.

**INTERROGATORY NO. 14** - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form received by you from any source(s), person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative(s)), Mark Moreno and/or any person or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** Mark Moreno never paid Respondent any sums for the shipment.

**INTERROGATORY NO. 15** - Identify, explain, and describe in detail any and all monies, sums, and/or compensation in any form paid by you to any person(s) or entity(ies), including but not limited to the shipper (and/or his/her representative), Mark Moreno and/or any person and/or entity employing Mark Moreno, and/or any broker and/or motor carrier entity(ies), related to the transportation of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** Respondent paid Mark Moreno the sums received from the shipper.

**INTERROGATORY NO. 16** - Identify any other motor carrier(s), motor carrier entity(ies), broker(s), broker entity(ies), and/or household goods moving entity(ies) in which Shane Gibson has a financial interest in and/or management position held with. Include the USDOT number and MC number for any and all identified entity(ies). Identify and describe in detail any and all relationship(s), association(s) and/or agreement(s) between you and any identified entity(ies).

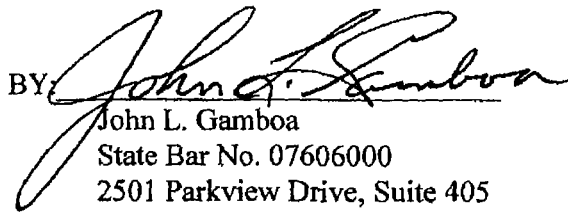
**RESPONSE:** NONE

**INTERROGATORY NO. 17** - Identify any and all relationship(s), association(s), contract(s), leasing arrangements, and/or agreements between you and any owner/operator(s), motor carrier(s), motor carrier entity(ies), broker(s), and/or broker entity(ies). Include the USDOT number and MC number for any and all identified entities.

**RESPONSE:** NONE

Respectfully submitted,  
ACUFF & GAMBOA, L.L.P.

BY:

  
John L. Gamboa  
State Bar No. 07606000  
2501 Parkview Drive, Suite 405  
Fort Worth, TX 76102  
(817) 885-8500  
FAX (817) 885-8504  
ATTORNEY FOR RESPONDENT

**CERTIFICATE OF SERVICE**

This is to certify that the above and foregoing instrument has been served on all attorneys of record in the above styled and numbered cause in accordance with the applicable rules on this the 25<sup>th</sup> day of February, 2009.

**SERVICE LIST**

**ONE COPY**

**Sent via Fax 303-407-2339**

Nancy Jackson  
Federal Motor Carrier Safety  
Western Service Center  
12600 W. Colfax Ave., Suite B300  
Denver, CO 80215

**Sent via CMRRR 7007 0710 0004 7456 8466**

Darrell L. Ruban, Field Administrator Federal  
Motor Carrier Safety Administration Southern  
Service Center  
1800 Century Blvd., Suite 1700  
Atlanta, GA 30345

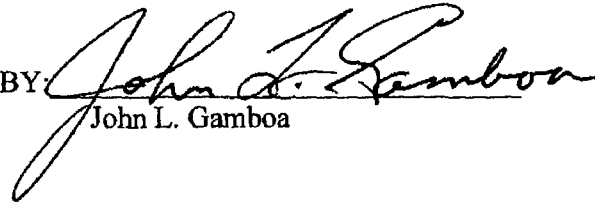


**Sent via CMRRR 7007 0710 0004 7456 8473**

Joanne A. Cisneros  
Texas Division Administrator  
Federal Motor Carrier Safety  
Administration 903 San Jacinto Blvd.  
Austin, TX 78701

**Sent via Fax 202-366-7536**

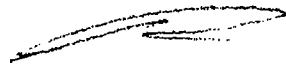
The Honorable Richard C. Goodwin  
Administrative Law Judge  
Office of Hearings, M-20  
U.S. Department of Transportation  
400 Seventh Street, S.W., Room 5411  
Washington, DC 20590

BY   
John L. Gamboa

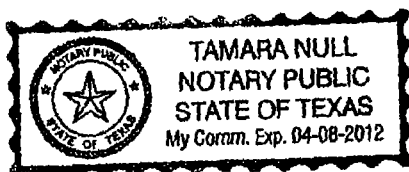
VERIFICATION

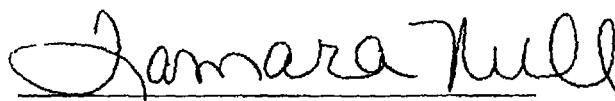
THE STATE OF TEXAS       §  
                                      §  
COUNTY OF TARRANT      §

On this day came before me, the undersigned Notary Public, Shane Gibson, and after being duly sworn stated under oath that he is the Respondent in this action; that he has read the above Response to Interrogatories, and that the responses to Interrogatories are within his personal knowledge and are true and correct.

  
\_\_\_\_\_  
Shane Gibson

SUBSCRIBED AND SWORN TO before me on this the 25<sup>th</sup> day of February 2009, to certify which witness my hand and seal of office.



  
\_\_\_\_\_  
Tamara Null  
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

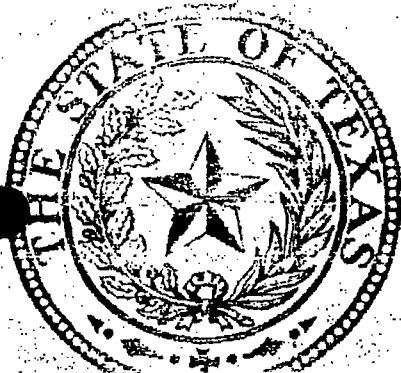
CHARTER NO. # 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27, 19 89.



*William M. Reins*

Secretary of State

ERG

EXHIBIT

FILED

In the Office of the  
Secretary of State of Texas

ARTICLES OF INCORPORATION

OF

MAR 27 1989

ACCENT MOVERS, INC.

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

#### ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

#### ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Name

Address

Allen D'Shane Gibson

1244 Southridge Court,  
Suite 102, Hurst, TX 76053

#### ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is , and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name

Address

Allen D'Shane Gibson

2311 East Loop 820 North,  
Fort Worth, Texas 76118

Mandy Carpenter

2311 East Loop 820 North,  
Fort Worth, Texas 76118

ARTICLE EIGHT

The name and address of the Incorporator is:

Name


Lee M. Smith

Address

1244 Southridge Court,  
Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have hereunto set my hand this


22<sup>ND</sup> day of March, 1989.

  
\_\_\_\_\_  
Lee M. Smith, Incorporator

THE STATE OF TEXAS

COUNTY OF Tarrant

I, Saura R. Nev, a notary public, do hereby certify that on this 22<sup>ND</sup> day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

  
\_\_\_\_\_  
Notary Public in and for Tarrant  
County, Texas

My Commission Expires:

8/29/92



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at  
1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053  
on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the  
meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the  
waiver of notice of the meeting, subscribed by all the directors  
named in the articles of incorporation, and it was ordered that it  
be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a  
copy of the articles of incorporation and reported that on  
the original thereof was filed in the  
office of the Secretary of State of the State of Texas and that  
the Secretary of State issued a formal Certificate of Incorporation  
to the company on that date. The secretary presented the Certificate  
of Incorporation annexed to an approved duplicate of the articles  
of incorporation as filed and it was ordered appended to the  
minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.



The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president    Shane Gibson

vice-president

secretary    Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at  
in the City of \_\_\_\_\_ State of \_\_\_\_\_  
and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at \_\_\_\_\_  
and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from \_\_\_\_\_ dated \_\_\_\_\_ and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) \_\_\_\_\_ fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

  
\_\_\_\_\_  
chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
secretary

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting  
Certificate of Incorporation and articles of incorporation  
Resignation of directors  
By-laws  
Specimen share certificates  
Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2, 1989

Time of meeting 4:00 p.m.

Mandy Carpenter

Dated:



refused, in which event the reasons for the refusal shall be stated. If the refusal relates to part of an item or category, the part shall be specified.

b. Your response should be based on your entire knowledge from all sources and all information in your custody, possession, control, including information from your officers, employees, agents, representatives or consultants and information which is known by each or any of them.

c. If a response is qualified, state specifically the terms of each qualification and the reasons for it. If a request cannot be produced in full, state the part which can be produced and produce the same in full to the extent possible; state further and specifically the reason(s) why the remainder cannot be produced. If, in responding to these requests, you encounter any ambiguities construing a question, instruction, or definition, set forth the matter deemed ambiguous and the construction used in responding.

d. In producing the documents, all documents which are physically attached to each other shall remain so attached. Documents which are segregated or separated from other documents, whether by inclusion in binders, files, subfiles, or by use of dividers, tabs, or other methods, shall be left so segregated or separated. Documents shall be retained in the order in which they were maintained where located.

e. All documents produced in response to an individual request shall be physically segregated from documents produced in response to any other request and the request to which they are responsive shall be specifically identified. If a document is responsive to more than one request, each of the requests to which the document is responsive shall be specified.

f. Claims of Privilege – if an objection to a request is based upon a claim of privilege or attorney work product, identify each document so withheld. With regard to all documents or portions of documents withheld on this basis, identify its creator, provide a description of the document, and state with particularity the basis of the claim of privilege, work product, or other ground of nondisclosure.

g. Lost or destroyed documents – If any document requested has been lost, discarded, or destroyed, identify such document. State the type of document, its date, the approximate date lost, discarded, or destroyed, the reason it was lost, discarded or destroyed, a summary of its substance, and the identity of each person having knowledge of the contents thereof.

h. These requests are continuing. If you become aware of or acquire possession, custody, or control of additional responsive documents, you are required to promptly supplement your responses and produce such additional documents for inspection and copying.

#### Definitions

a. “You” “your” and “Respondent” as used herein refer to Accent Movers, Inc., the respondent in this proceeding and includes all employees, agents and representatives.

b. “Document” and “Documents” shall include, regardless of origin or location, all writings and records of any kind, drafts, copies or originals, including paper documents and electronic documents maintained on a local or a remotely located computer, the information stored in any electronic medium such as a hard drive,



computer tape, solid state memory, flash drive, floppy discs, and all paper copies which are, or have been, within the possession, custody, or control of Respondent and/or its employees, agents, consultants, or experts. The descriptions of documents, records, or papers specified in these interrogatories are for convenient reference and identification and are intended to apply to the items named regardless of what the records are called in individual companies and regardless of the record media.

c. "Person" "persons" "people" and "individual" means any natural person, group of natural persons, all federal, state, county, municipal and other governmental units, agencies or public bodies, as well as firms, companies, corporations, partnerships, proprietorships, joint ventures, organizations, groups of natural persons or other associations or entities separately identifiable whether or not such associations or entities have separate legal existence in their own right.

d. "Relate" or "relating to" means referring to, concerning in any way, being evidence of, or memorializing all or any portion of the specified facts, contentions, or matter referenced.

e. As used herein, singular pronouns also include the plural

f. "And" "or" and "and/or" shall be construed as broadly as possible so that information otherwise within the scope of the request is not excluded.

#### REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1 – Incorporation and fictitious business name documents and filings for Respondent.

REQUEST NO. 2 – Any and all exhibits you intend to introduce at hearing.

**REQUEST NO. 3** – Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

**REQUEST NO. 4** – Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements, leasing arrangements, and/or employment records and documents.

**REQUEST NO. 5** – Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

**REQUEST NO. 6** – Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

**REQUEST NO. 7** – Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**REQUEST NO. 8** – Any and all documents related to your contention that “Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past”.

**REQUEST NO. 9** – Any and all documents related to Mark Moreno and any entity(ies), including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

**REQUEST NO. 10** – Any and all document related to any shipments, transportations, and/or moves of household goods you “referred” to Mark Moreno in 2006 and 2007.

**REQUEST NO. 11** – Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration / authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to “referring” the move of household goods for shipper Coogan.

**REQUEST NO. 12** – Any and all documents related to your United States Department of Transportation (USDOT) number and Motor Carrier (MC) number, including but not limited to applications, forms, correspondence, notices, and decisions.

**REQUEST NO. 13** – Any and all documents related to your authority / registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. and 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

**REQUEST NO. 14** – Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

**REQUEST NO. 15** – Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

**REQUEST NO. 16** – Any and all documents obtained, referred to, or identified by you in connection with you Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

Attorneys for the Claimant

Date: January 8, 2009

By:



Nancy Jackson

Office of Chief Counsel

Federal Motor Carrier Safety Administration

12600 West Colfax Avenue, Suite B-300

Lakewood, Colorado 80215

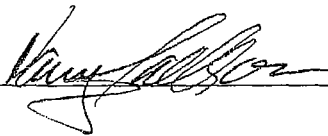
303-407-2363

303-407-2339 (Fax)

### CERTIFICATE OF SERVICE

This is to certify that on the 8<sup>th</sup> of January 2009, the undersigned served, as specified, the designated number of copies of Claimant's First Request for Production of Documents to each of the parties listed below:

John L. Gamboa Acuff Ganboa & White, L.L.P. Attorneys for Respondent 2501 Parkview Drive, Suite 405 Fort Worth, Texas 76102-5816	Original Federal Express FedEx # 7972 3114 8791
Joanne A. Cisneros Division Administrator Federal Motor Carrier Safety Administration Texas Division 903 San Jacinto Blvd. Austin, Texas 78701	One Copy Internal Mail
Nancy Jackson Office of Chief Counsel Federal Motor Carrier Safety Administration Western Service Center 12600 West Colfax Avenue, Suite B-300 Lakewood, CO 80215	One Copy Internal Mail
Darrell L. Ruban Field Administrator c/o Paula Smith Federal Motor Carrier Safety Administration Southern Service Center 1800 Century Blvd Suite 1700 Atlanta, GA 30345	One Copy Federal Express FedEx # 7972 3122 9424



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**ACUFF & GAMBOA, L.L.P.**

2501 Parkview Drive, Suite 405

Fort Worth, Texas 76102-5816

Phone: (817) 885-8500

Fax: (817) 885-8504

---

**DATE:** February 24, 2009

**TO:** Nancy Jackson 303-407-2339

**FROM:** Tamara Null, Legal Assistant to John L. Gamboa

**RE:** Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.,  
Respondent

**NUMBER OF PAGES INCLUDING COVER PAGE:**

**SPECIAL MESSAGE:**

☒ Original will follow via: ☐ Original will not follow

☐ Regular Mail

☐ Overnight Delivery

☐ Hand Delivery

☐ Certified Mail RRR

**CONFIDENTIALITY NOTE:** The documents accompanying this telefax transmission contain information belonging to ACUFF & GAMBOA, LLP that is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any examination, disclosure, copying, distribution or taking of any action in reliance on, or with respect to, the contents of this telecopier information is strictly prohibited. If you have received this telefax in error, please immediately notify the person identified as the sending person by telephone at the number set forth above to arrange for return of the original documents to us.

6/16/09  
~~SP~~



UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, DC

In the Matter of

ACCENT MOVERS, INC.

Respondent.

§  
§  
§  
§  
§  
§  
§  
§

Docket No. FMCSA-2007-0089  
(Federal Motor Carrier Safety Administration)

**RESPONDENT'S RESPONSES TO FMCSA'S  
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

**REQUEST NO. 1** - Incorporation and fictitious business name documents and filings for Respondent.

**RESPONSE:** ATTACHED

**REQUEST NO. 2** - Any and all exhibits you intend to introduce at hearing.

**RESPONSE:** NONE

**REQUEST NO. 3** - Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

**RESPONSE:** NONE

**REQUEST NO. 4** - Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements leasing arrangements, and/or employment records and documents.

**RESPONSE:** NONE

**REQUEST NO. 5** - Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 6** - Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

**RESPONSE:** NONE, copies were produced during investigations, but not retained.

**REQUEST NO. 7** - Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** NONE

**REQUEST NO. 8** - Any and all documents related to your contention that "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

**RESPONSE:** NONE

**REQUEST NO. 9** - Any and all documents related to Mark Moreno and any entities including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

**RESPONSE:** NONE

**REQUEST NO. 10** - Any and all document related to any shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno in 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 11** - Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration/authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** NONE

**REQUEST NO. 12** - Any and all documents related to your USDOT number and MC number,



including but not limited to applications, forms, correspondence, notices and decisions.

**RESPONSE:** NONE

**REQUEST NO. 13** - Any and all documents related to your authority/registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

**RESPONSE:** NONE

**REQUEST NO. 14** - Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 15** - Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

**RESPONSE:** NONE

**REQUEST NO. 16** - Any and all documents obtained, referred to, or identified by you in connection with your Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

**RESPONSE:** NONE

Respectfully submitted,  
ACUFF & GAMBOA, L.L.P.

BY: 

John L. Gamboa  
State Bar No. 07606000  
2501 Parkview Drive, Suite 405  
Fort Worth, TX 76102  
(817) 885-8500  
FAX (817) 885-8504  
ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

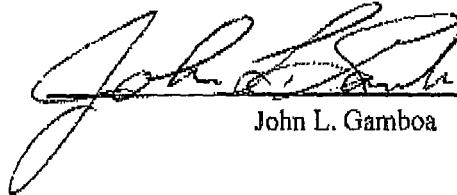
This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the 24 day of February, 2009:

Joanne A. Cisneros, Texas Division Administrator  
U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
903 San Jacinto Blvd.  
Austin, Texas 78701  
**Certified Mail RRR**

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
Western Service Center  
12600 West Colfax Avenue, Suite B-300  
Lakewood, CO 80215  
**VIA FAX: 303-407-2339**

Darrell L. Ruban  
Field Administrator  
c/o Paula Smith  
Federal Motor Carrier Safety Administration  
Southern Service Center  
1800 Century Blvd, Suite 1700  
Atlanta, GA 30345-3104  
**Certified Mail RRR**

BY:



John L. Gamboa

EXHIBIT



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

CHARTER NO. # 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27, 19 89.



Secretary of State

ERG

EXHIBIT

3

## ARTICLES OF INCORPORATION

OF

ACCENT MOVERS, INC.

FILED  
In the Office of the  
Secretary of State of Texas

MAR 27 1989

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

## ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC..

## ARTICLE TWO

The period of its duration is perpetual.

## ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

## ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

## ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

## ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

NameAddress

Allen D'Shane Gibson

1244 Southridge Court,  
Suite 102, Hurst, TX 76053

## ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is , and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

NameAddress

Allen D'Shane Gibson

2311 East Loop 820 North,  
Fort Worth, Texas 76118

Mandy Carpenter

2311 East Loop 820 North,  
Fort Worth, Texas 76118

## ARTICLE EIGHT


The name and address of the Incorporator is:

NameAddress

Lee M. Smith

1244 Southridge Court,  
Suite 102, Hurst, Texas 76053

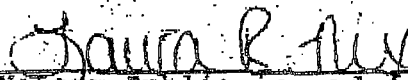
IN WITNESS WHEREOF, I have hereunto set my hand this

22<sup>ND</sup> day of March, 1989.  
Lee M. Smith, Incorporator

THE STATE OF TEXAS \*

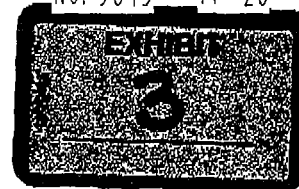
COUNTY OF Tarrant \*

I, Sandra R. Rex, a notary public, do hereby certify that on this 22nd day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

  
Notary Public in and for Tarrant  
County, Texas

My Commission Expires:

8/29/92



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at  
1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053  
on April 2, 1989 at 4:00 P.M.

The following were present

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the  
meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the  
waiver of notice of the meeting, subscribed by all the directors  
named in the articles of incorporation, and it was ordered that it  
be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a  
copy of the articles of incorporation and reported that on  
the original thereof was filed in the  
office of the Secretary of State of the State of Texas and that  
the Secretary of State issued a formal Certificate of Incorporation  
to the company on that date. The secretary presented the Certificate  
of Incorporation annexed to an approved duplicate of the articles  
of incorporation as filed and it was ordered appended to the  
minutes of the meeting.

The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.



The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president Shane Gibson

vice-president

secretary Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at  
in the City of                      State of  
and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at  
and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from \_\_\_\_\_ dated \_\_\_\_\_ and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) \_\_\_\_\_ fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

  
\_\_\_\_\_  
chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
secretary

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting  
Certificate of Incorporation and articles of incorporation  
Resignation of directors  
By-laws  
Specimen share certificates  
Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2, 1989

Time of meeting 4:00 p.m.

Mandy Carpenter

Dated:

**ACUFF & GAMBOA, L.L.P.**

ATTORNEYS AT LAW  
PARK PLAZA BUILDING  
2501 PARKVIEW DRIVE, SUITE 405  
FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX 817/885-8504

February 25, 2009

Sent via Fax 303-407-2339

Nancy Jackson  
Federal Motor Carrier Safety  
Western Service Center  
12600 W. Colfax Ave., Suite B300  
Denver, CO 80215

RE: Docket No. FMCSA-2007-0089; In the Matter of Accent Movers, Inc.

Dear Ms. Jackson:

Enclosed please find the original and one copy of Respondent's Responses to FMCSA'S First Set of Interrogatories and Respondent's Responses to FMCSA'S First Request for Production of Documents.

Very truly yours,



Tamara Null, CLA  
Legal Assistant for  
JOHN L. GAMBOA

JLG/tn  
Enclosures

cc: ONE COPY

Sent via CMRRR 7007 0710 0004 7456 8466

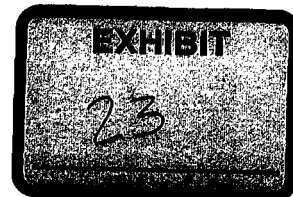
Darrell L. Ruban, Field Administrator Federal Motor Carrier Safety Administration Southern Service Center  
1800 Century Blvd., Suite 1700  
Atlanta, GA 30345

Sent via CMRRR 7007 0710 0004 7456 8473

Joanne A. Cisneros  
Texas Division Administrator  
Federal Motor Carrier Safety Administration 903 San Jacinto Blvd.  
Austin, TX 78701

Sent via Fax 202-366-7536

The Honorable Richard C. Goodwin



1 of 17

UNITED STATES DEPARTMENT OF TRANSPORTATION  
OFFICE OF HEARINGS  
WASHINGTON, DC

In the Matter of

ACCENT MOVERS, INC.

Respondent.

§  
§  
§  
§  
§  
§  
§  
§

Docket No. FMCSA-2007-0089  
(Federal Motor Carrier Safety Administration)

**RESPONDENT'S RESPONSES TO FMCSA'S  
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FROM: ACCENT MOVERS, INC.

**REQUEST NO. 1** - Incorporation and fictitious business name documents and filings for Respondent.

**RESPONSE:** ATTACHED

**REQUEST NO. 2** - Any and all exhibits you intend to introduce at hearing.

**RESPONSE:** NONE

**REQUEST NO. 3** - Any and all documents used by any witness you intend to call at hearing to form the basis of opinion testimony.

**RESPONSE:** NONE

**REQUEST NO. 4** - Any and all documents related your employment of, contracting with, agreement with, association with and/or relationship to Mark Moreno, including but not limited to all contracts, agreements leasing arrangements, and/or employment records and documents.

**RESPONSE:** NONE

2 of 17

**REQUEST NO. 5** - Any and all documents related your payment of monies, sums and/or compensation, in any form for any purpose, to Mark Moreno for the years 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 6** - Any and all documents related to arrangement for and/or the shipment, transportation and/or move of household goods for shipper Coogan in or about August and September 2006 including copies of any and all communications with shipper Coogan, email or otherwise.

**RESPONSE:** NONE, copies were produced during investigations, but not retained.

**REQUEST NO. 7** - Any and all documents related to monies, sums, and/or compensation, in any form for any purpose, paid or received by you related to the arrangement, shipment, transportation and/or move of household goods for shipper Coogan in or about September 2006.

**RESPONSE:** NONE

**REQUEST NO. 8** - Any and all documents related to your contention that "Accent Movers, Inc. referred the move to Moreno assuming that he was a driver employed by an interstate carrier, as had been in the past".

**RESPONSE:** NONE

**REQUEST NO. 9** - Any and all documents related to Mark Moreno and any entities including motor carriers, employing Mark Moreno, including any documents related to the employment of Mark Moreno by an interstate carrier.

**RESPONSE:** NONE

**REQUEST NO. 10** - Any and all document related to any shipments, transportations, and/or moves of household goods you "referred" to Mark Moreno in 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 11** - Any and all documents related to any steps or inquiries you made to determine the motor carrier interstate registration/authority status of Mark Moreno and/or any person and/or motor carrier employing Mark Moreno prior to "referring" the move of household goods for shipper Coogan.

**RESPONSE:** NONE

**REQUEST NO. 12** - Any and all documents related to your USDOT number and MC number,



including but not limited to applications, forms, correspondence, notices and decisions.

**RESPONSE:** NONE

**REQUEST NO. 13** - Any and all documents related to your authority/registration (as those terms are used and defined in 49 U.S.C. §§ 13901 et. seq. And 49 C.F.R. §§ 390.5 and 392.9a(a)) including but not limited to applications, forms, correspondence, notices, and decisions.

**RESPONSE:** NONE

**REQUEST NO. 14** - Any and all documents related to any and all interstate transportations, including interstate transportations and/or moves of household goods, made by you in 2006 and 2007.

**RESPONSE:** NONE

**REQUEST NO. 15** - Any and all lease agreements you had in effect in 2006 and 2007 with motor carriers and/or owner/operators for the transportation of household goods.

**RESPONSE:** NONE

**REQUEST NO. 16** - Any and all documents obtained, referred to, or identified by you in connection with your Answers to Interrogatories and/or Requests for Admissions which are not otherwise produced in response to the Request for Interrogatories or Request Numbers 1-15 of this Request for Production of Documents.

**RESPONSE:** NONE

Respectfully submitted,  
ACUFF & GAMBOA, L.L.P.

BY 

John L. Gamboa  
State Bar No. 07606000  
2501 Parkview Drive, Suite 405  
Fort Worth, TX 76102  
(817) 885-8500  
FAX (817) 885-8504  
ATTORNEY FOR RESPONDENT

4 of 17

CERTIFICATE OF SERVICE

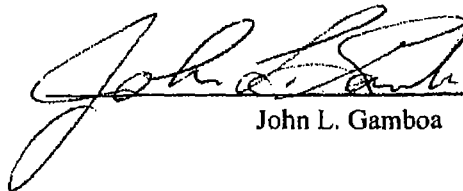
This is to certify that the above and foregoing instrument has been served on the following in accordance with the applicable rules on this the 29 day of February, 2009:

Joanne A. Cisneros, Texas Division Administrator  
U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
903 San Jacinto Blvd.  
Austin, Texas 78701  
**Certified Mail RRR**

Nancy Jackson  
Office of Chief Counsel  
Federal Motor Carrier Safety Administration  
Western Service Center  
12600 West Colfax Avenue, Suite B-300  
Lakewood, CO 80215  
**VIA FAX: 303-407-2339**

Darrell L. Ruban  
Field Administrator  
c/o Paula Smith  
Federal Motor Carrier Safety Administration  
Southern Service Center  
1800 Century Blvd, Suite 1700  
Atlanta, GA 30345-3104  
**Certified Mail RRR**

BY:

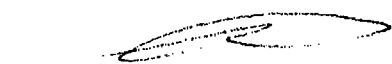
  
John L. Gamboa

5217

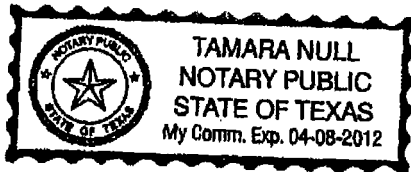
VERIFICATION

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF TARRANT     §

On this day came before me, the undersigned Notary Public, Shane Gibson, and after being duly sworn stated under oath that he is the Respondent in this action; that he has read the attached Response which is within his personal knowledge and the Response is true and correct.

  
Shane Gibson

SUBSCRIBED AND SWORN TO before me on this the 25<sup>th</sup> day of Feb. 2009, to certify which witness my hand and seal of office.



  
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT



# The State of Texas

## SECRETARY OF STATE CERTIFICATE OF INCORPORATION

OF

ACCENT MOVERS, INC.

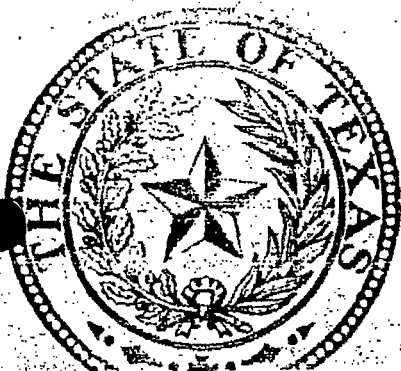
CHARTER NO. # 1109119

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this Office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this State in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated MARCH 27, 19 89.



*Paul M. Reins*

Secretary of State

ERG

7 of 17

EXHIBIT

ARTICLES OF INCORPORATION

OF

ACCENT MOVERS, INC.

FILED  
In the Office of the  
Secretary of State of Texas

MAR 27 1989

Corporations Section

I, Lee M. Smith the undersigned natural person of the age of twenty-one years or more, a citizen of the State of Texas, acting as the Incorporator of ACCENT MOVERS, INC. under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is ACCENT MOVERS, INC..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which this corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the laws of the State of Texas.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares, each with a par value of No par.

8 of 17

#### ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00), consisting of money, labor done, or property actually received, which sum shall not be less than One Thousand Dollars (\$1,000).

#### ARTICLE SIX

The address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Name

Allen D'Shane Gibson

Address

1244 Southridge Court,  
Suite 102, Hurst, TX 76053

#### ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is , and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name

Allen D'Shane Gibson

Mandy Carpenter

Address

2311 East Loop 820 North,  
Fort Worth, Texas 76118

2311 East Loop 820 North,  
Fort Worth, Texas 76118

9 of 17

ARTICLE EIGHT

The name and address of the Incorporator is:

Name

Lee M. Smith

Address

1244 Southridge Court,  
Suite 102, Hurst, Texas 76053

IN WITNESS WHEREOF, I have hereunto set my hand this


22<sup>ND</sup> day of March, 1989.

  
Lee M. Smith, Incorporator

THE STATE OF TEXAS

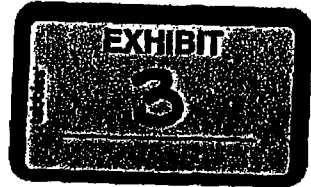
COUNTY OF Tarrant

I, Sandra R. Rex, a notary public, do hereby certify that on this 22nd day of March, 1989 personally appeared before me, Lee M. Smith who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true to the best of his knowledge and belief.

  
Notary Public in and for Tarrant  
County, Texas

My Commission Expires:

8/29/92



MINUTES OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

The organization meeting of directors was held at  
1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053  
on April 2, 1989 at 4:00 P.M.

The following were present.

Shane Gibson

Mandy Carpenter

being all the directors of the corporation.

Shane Gibson was appointed chairman of the  
meeting and Mandy Carpenter was appointed secretary.

The secretary then presented and read to the meeting the  
waiver of notice of the meeting, subscribed by all the directors  
named in the articles of incorporation, and it was ordered that it  
be appended to the minutes of the meeting.

The secretary then presented and read to the meeting a  
copy of the articles of incorporation and reported that on  
the original thereof was filed in the  
office of the Secretary of State of the State of Texas and that  
the Secretary of State issued a formal Certificate of Incorporation  
to the company on that date. The secretary presented the Certificate  
of Incorporation annexed to an approved duplicate of the articles  
of incorporation as filed and it was ordered appended to the  
minutes of the meeting.



The secretary then presented to the meeting the resignation of all the directors of the corporation, and it was ordered that they be filed with the minutes of the meeting.

RESOLVED that the resignation of directors as presented to the meeting are hereby approved and accepted and they are to take affect at the close of the organization meeting.

The chairman then stated that nominations were in order for election of directors of the corporation to hold office until the first annual meeting of shareholders and until their successors shall be elected and shall qualify.

The following persons were nominated:

Shane Gibson

Mandy Carpenter

No further nominations being made nominations were closed and a vote was taken.

After the vote had been counted, the chairman declared that the foregoing named nominees were elected directors of the corporation. The chairman then stated that the newly elected directors would assume their responsibilities immediately.

The secretary then presented a proposed form of by-laws prepared by

counsel to the corporation. The proposed by-laws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the by-laws of the corporation and ordered appended to the minutes of the meeting.

The chairman of the meeting then called for the election of officers of the corporation. The following persons were nominated to the office preceding their name:

president    Shane Gibson

vice-president

secretary    Mandy Carpenter

treasurer

No further nominations being made the nominations were closed and the directors proceeded to vote on the nominees. The chairman announced that the foregoing nominees were elected to the offices set before their respective names.

The secretary submitted to the meeting a seal proposed for use as the corporate seal, a specimen share certificate proposed for use as the corporate certificate for shares the corporate record book, and the share transfer ledger. Upon motion duly made, seconded and carried, it was

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to be made in the minutes of this meeting, be and the same hereby is adopted as the seal of the corporation, and further

RESOLVED, that the specimen share certificate presented to this meeting be and hereby is adopted as the form of certificate for shares to be issued to represent shares in the corporation, and further

RESOLVED, that the corporate record book, including the share transfer ledger, be and hereby is adopted as the record book and share transfer ledger of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the treasurer of the corporation be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the corporation and to reimburse any person who has made any disbursement therefor.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that an office of the corporation be established and maintained at  
in the City of                      State of  
and that meetings of the board of directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

Upon motion, duly made, seconded and carried, it was

RESOLVED, that for the purpose of authorizing the corporation to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for this corporation to transact business, the proper officers of this corporation are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the corporation to transact business therein.

The chairman then stated that it was desirable to designate a depository for the funds of the corporation. Thereupon, on motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with

located at  
and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The secretary then presented to the meeting a written proposal from  
dated \_\_\_\_\_ and addressed to this corporation.

Upon motion duly made, seconded and carried, the said proposal was ordered filed with the secretary, and he was requested to append a copy of the proposal to the minutes.

The proposal was taken up for consideration and the following resolution was on motion unanimously adopted

WHEREAS, a written proposal has been made to this corporation which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the board of directors the assets proposed to be transferred to the corporation are reasonably worth the amount of the consideration demanded therefor, and that it is in the best interests of this corporation to accept the said offer as set forth in said proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this corporation shall as full payment for said property issue to said offeror(s) or nominee(s) \_\_\_\_\_ fully paid and non-assessable shares of this corporation, and it is

FURTHER RESOLVED, that upon the delivery to this corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such shares as are required to be issued and delivered on acceptance of said offer in accordance with the foregoing.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the board of directors of the corporation be, and it hereby is, authorized to issue from time to time the authorized shares of capital stock of the corporation for money paid labor done or personal property or real estate or leases thereof actually acquired by the corporation, upon such terms as the board of directors in its discretion may determine.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporation proceed to carry on the business for which it was incorporated, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: April 2, 1989

\_\_\_\_\_  
chairman

\_\_\_\_\_  
Mandy Carpenter  
secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting  
Certificate of Incorporation and articles of incorporation  
Resignation of directors  
By-laws  
Specimen share certificates  
Resolution designating depository of funds

WAIVER OF NOTICE OF THE ORGANIZATION MEETING OF THE DIRECTORS OF

ACCENT MOVERS, INC.

We, the undersigned, being all the directors named in the articles of incorporation of the above corporation hereby agree and consent that the organization meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting 1244 South Ridge Ct., Ste. 102, Hurst, Texas 76053

Date of meeting April 2, 1989

Time of meeting 4:00 p.m.

Maudy Carpenter

Dated:

 **Washington Mutual Bank**

16-3717/1220

**788641544**

4556 (10/99)



**WASHINGTON MUTUAL**  
**1000000**  
ONE ZERO ZERO ZERO ZERO CENTS

\*\*\*\*\*Aug 31, 2006 ONE THOUSAND DOLLARS AND 00 CENTS \*\*\*\*\*

☐ **PAY** **Accent Movers**  
**TO**  
**THE**  
**ORDER**  
**OF**

☐ Washington Mutual Bank

**DRAWER / PURCHASER COPY**  
**NON-NEGOTIABLE**

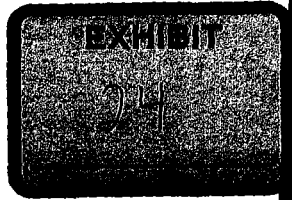
**REMITTER**  
**Michele L Coogan**

1522 103

☐ Issued by Integrated Payment Systems Inc., Englewood, Colorado Wells Fargo Bank Ltd, N.A., Los Angeles, CA

6/16/09

IP

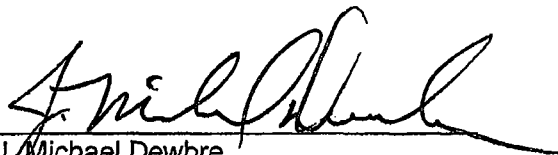


June 11, 2009

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

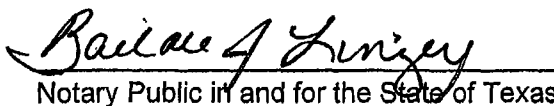
Known by all persons by these present:

I, J. Michael Dewbre, hereby certify that I am a custodian of records for the Texas Department of Transportation, Motor Carrier Division, Motor Carrier Operations Sections - Enforcement Branch, and that the information attached regarding Shane Gibson and Accent Moving, Inc., hereto is, to the best of my knowledge, a true and correct copy of the records.



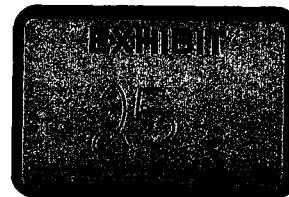
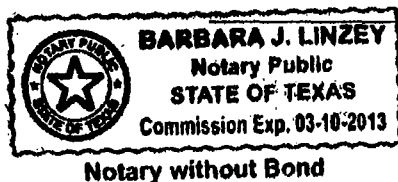
J. Michael Dewbre  
Texas Department of Transportation  
Motor Carrier Division

Subscribed and sworn to before me this 12th day of June 2009.



Notary Public in and for the State of Texas

My Commission Expires:



6/16/09  
ID

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Investigation #: 34522 35036 35342 35703 35859 35891 Complaint #: 34521 35035 35341 35702 35859 35890 Notice #: 34262	Investigator: Richard Norwood Investigation Assigned Date: 03/24/06  Investigation Started: 03/29/06 Investigation Completed: 03/29/06 Report Completed: 04/24/06	Type: HHG/ TYPE B Certificate #: 000537473B  Inspection Type: Special Overall <input type="checkbox"/> Specific <input checked="" type="checkbox"/>
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**Allegations:** Substantiated      **Number of violations cited:** 10      **Approx. # of loads per month** 100 +  
**Size of operation:** MCR ☐ N/A      VSF ☐ N/A      HHG ☒  
**Commodities** Type B HHG Carrier

<b>(If not properly registered):</b>		<b>Liability</b>	<input checked="" type="checkbox"/>	<b>Name:</b>	Canal Indemnity Co.	<b>Policy #:</b>	L046276	<b>Limits:</b>	\$750,000
		<b>Cargo</b>	<input type="checkbox"/>	<b>Name:</b>		<b>Policy #:</b>		<b>Limits:</b>	
		<b>Garage Keepers</b>	<input type="checkbox"/>	<b>Name:</b>		<b>Policy #:</b>		<b>Limits:</b>	
		<b>TTC 601 Compliance</b>	<input type="checkbox"/>	<b>Name:</b>		<b>Policy #:</b>		<b>Limits:</b>	

**Endorsements:** Form I ☐ Form F ☐ Form F-1 ☐

### ***Last six investigations***

**Accident** ☐ **or Claim** ☒ **Amount in dispute:**

<b>1. Date:</b>	09/08/02
<b>Action:</b>	Penalty
<b>2. Date:</b>	06/03/03
<b>Action:</b>	None
<b>3. Date:</b>	09/09/03
<b>Action:</b>	None
<b>4. Date:</b>	04/05/05
<b>Action:</b>	L-3
<b>5. Date:</b>	05/26/05
<b>Action:</b>	L-3
<b>6. Date:</b>	08/31/05
<b>Action:</b>	L-2

**Evidence Attached**    **X**                    **Evidence Scanned**    ☒    **Photos**    ☐

**Scan File Address:**    1A 34522, 35036, 342, 703, 859, 891 Accent  
**Photo File Address:**

**Subject's Attitude towards Compliance:**    Poor

**Investigation Conducted:**                    **On Site**    ☒                    **Telephone**    ☐

**Number of documents reviewed:**    15

**Mitigating Circumstances:** Active registration and in compliance with claims handling procedures.

**Aggravating Circumstances:** Failure to fully participate in mediation process.

**Recommendations:** ADMINISTRATIVE PENALTY

**Assisted By:** Anthony Parker

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**Investigation #:** 34522, 35036, 35432, 35703, 35859, 35891

**Summary:** Investigation conducted pursuant to complaints from the following:

(1) ID # 34522: Complaint filed by Mr. Nathan Handberry in regards to a damage claim resulting from an interstate move from Dallas to Denver, Colorado on 9/13/05. Claim concerns damage claim for television damaged as result of carrier's trailer having a blowout and a dolly hit the television. Claimant wanted \$317.00 to fix the television however carrier offered a settlement of \$45.00 on 9/29/05.

Findings: Carrier did not have an active MC# or a SSRS registration at time of move. The carrier's common carrier authority under MC # 325452 was revoked in May '04; however no household goods authority was issued - dismissed in November '00. No record of carrier having registered with the department under SSRS.

In regards to the claim, it was suggested to Mr. Shane Gibson, owner of Accent Movers, Inc., that he review the claim and increase the settlement offer. He was some what reluctant to increase the amount (\$45.00) but would consider an increase in the settlement offer. Mr. Gibson was directed to have the new settlement offer faxed to me by Friday, 3/31/06. As of the date of this report, I have not received any communication from Mr. Gibson concerning any new settlement offer concerning this claim.

(2) ID # 35036: Complaint filed by a Mr. Bryan Blackburn in regards to a damage claim resulting from a move within Ft. Worth on 11/11/05. Claim concerns a damage/service claim amounting to \$345.00 + for repairs to articles and property and refund of moving cost of \$210.00. The claim was filed with the carrier on 11/16/05 and a settlement offer denying the claim was sent to the claimant on 11/21/05. Mediation was held on 1/25/06 under # 1166 and no agreement was reached between the two parties.

Findings: No violations were cited in regards to compliance with the department's claims handling procedures. Violations were cited for none issuance of the Rights and Responsibilities information and combination proposal/contract prior to the loading of the shipment. The contract did not reflect the moving services to be performed and required signature blocks were not signed or dated.

(3) ID # 35342: Complaint filed by Mr. Stan Taylor in regards to a overcharge/damage claim resulting a move from Cedar Hill to carrier's warehouse on 5/13/05 and out to the destination location on 9/06/05. The claimant was contesting the number of boxes packed (300 vs. 64) and damages to articles. Total amount claimed was \$830 and was filed with the carrier on 12/02/05. A settlement offer denying the claim was sent to the claimant on 12/05/05. Mediation was held on 1/19/06 and was not successful. According to the mediation, Sherry Wetsch, the person (Mr. Mark Mareno) representing the carrier was not able to fully participate in the mediation. According to information supplied by the mediator, the carrier's representative continually placed them on hold in order to speak with the owner, Mr. Shane Gibson. The mediator terminated the conference call and called Mr. Gibson directly but was not successful due to Mr. Gibson having left the office.

Findings: In regards to the mediation issues, Mr. Gibson stated at the time of the investigation, that Mr. Moreno had full authority to represent the company during mediation. Mr. Moreno indicated that when the claimant found out that he was not the owner of the company, he wanted to speak directly with the owner and this is when the mediator terminated phone conference. He acknowledged that the mediator then attempted to contact Mr. Gibson directly but he had already left the office.

Violations were cited for failing to fully participate in the mediation of the claim. No reference was made that the owner attempted to return the mediator's phone call. In addition, violations were cited for failing to provide a copy of the Rights and Responsibilities information and the proposal/contracts prior to loading of the shipments either at the original origin or warehouse locations. Signatures authorizing services and delivery of the shipment were not dated.

(4) ID # 35703: Complaint concerns the carrier not having a current registration. This was brought to PA's attention as a result of a complaint from another household goods carrier, Accent Moving and Storage. This was in regards to the displaying of their registration number 005446007C in a website, 123movers.com, used by Accent Movers, Inc. The website is used by numerous household goods

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carriers for advertising purposes through out the country. The website operator acknowledged it was their error for using the wrong MCR # and removed the carrier's listing. In processing the complaint, it was noted that the carrier's certificate had been revoked due to expiration of its letter of credit on 1/25/06. Cargo insurance with an effective date of 2/09/06 was filed and the certificate was renewed on 2/14/06. Violations were cited for operating without a current certificate during the time period.

(5) ID # 35859: Complaint filed by Mr. William Whitworth in regards to a damage claim filed as a result of a move from Cleburne to Ft. Worth on 10/01/05. Written claim was filed with carrier on 10/25/05 for damages (broken leg) to a buffet. The carrier sent a settlement offer on 11/03/05 with an offer to settle for \$60.00 (.60 per lb. @ 100 lbs). Claimant wants the carrier to weigh the buffet to obtain the actual weight. The claimant subsequently obtained an estimate of \$156.96 to cover the repairs to the buffet

Findings: According to Mr. Gibson, the estimated weight for the buffet corresponds with standard weights used by the moving industry. No violations were cited in regards to compliance with the claims handling procedures. Violations were cited for failing issue the Rights and Responsibilities information and combination proposal/contract prior to loading of the shipment. Signature blocks for carrier's representative not sign or dated and shipper's signature blocks not dated.

(6) ID # 35891: Complaint filed by Ms. Denise Young in regards to a damage claim filed as a result of a move from Dallas to storage (9/30/05) and out of storage to Lancaster (11/23/05). Claim was filed with the carrier for \$1,954.94 plus an additional \$499.99. Carrier responded with a settlement offer dated 12/14/05 of \$100.00 however was sent to an incorrect address, 1095 Newport Dr. instead of the correct address of 1985 Newport Dr.. The envelope supplied by the complaint that the settlement offer was sent in reflects a postmark of 1/13/06..

Mediation was held on 3/21/06 with an agreement being reached between the two parties for an increase in the settlement amount to \$150.00.

Findings: Violations were cited for failing to issue the Rights and Responsibilities information and combination proposal/contract prior to loading of the shipments. Signature blocks not dated for 9/30/05 move. Contract covering move on 11/23/05 does not reflect dates on shipper's signatures and no representative of the carrier signed any of the appropriate signature blocks.

(7) Notice # 34262: Recheck conducted as a result of an investigation (ID # 33220) that was performed on 8/31/05. Required information (TxDOT toll free number and MCR #) was found to be lacking in carrier's website.

Findings: Required information added to website, no violations cited as a result of recheck.

Overall Findings: As noted the carrier was cited for failing to provide the Rights and Responsibilities When You In Texas information and the combination proposal/contract to shippers prior to the loading of the shipment. The Rights and Responsibilities information is reflected on the back of the combination proposal/contract document. Mr. Gibson acknowledged that only one copy of the proposal/contract is provided to the shipper at the time of delivery. Mr. Gibson said he was unaware of the requirements for providing these documents prior to loading of the shipment.

It should be noted that the carrier has been investigated numerous times since March '96 and has paid two (2) administrative penalties and has been conference one time in Austin. As part of these investigations, the rules and regulations were gone over extensively with Mr. Gibson. The carrier was cited twice previously for operating without current proof of financial responsibility on file due to a expired letter of credit. In addition, the carrier was cited previously for transporting an interstate shipment without a SSRS registration which resulted in one of the AP's.

Therefore as a result of this investigation, I recommend an administrative penalty be assessed the carrier.

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Business Name: <u>Accent Moving, Inc.</u> Certificate No.: <u>000537473B</u> <input checked="" type="checkbox"/> Active <input type="checkbox"/> Inactive Investigation No.: <u>34522 35036 35342 35703 35859 35891</u> Recheck <input checked="" type="checkbox"/> Notice No.: <u>34262</u> Investigator/ID No. <u>001</u>		Owner/Officer: <u>Shane Gibson</u> Investigation Date: <u>3/29/06</u> First Class Mail : _____ Date Sent: <u>4/27/06</u>	
<input checked="" type="checkbox"/> = DENOTES CHECKED <input checked="" type="checkbox"/> = DENOTES VIOLATION			
<b>§18.11 - §18.16. Motor Carrier Registration / Insurance Requirements.</b>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	43 T.A.C. §18.11(b), by operating as a household goods carrier upon the public streets and highways of Texas without first obtaining a certificate of registration issued by the Texas Department of Transportation. Remarks: Operating as a household goods carrier without an active registration. (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth Note: Letter of Credit expired on 1/25/06 and registration renewed on 2/14/06	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(d)(1)(B)(i), by failing to maintain a copy of the page of the insurance cab card on which the vehicle is shown in each vehicle listed. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(d)(1)(B)(ii), by failing to present the highlighted page of the insurance cab card to a department certified inspector or any other authorized government personnel upon demand. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(e)(1), by operating additional motor vehicles requiring registration before identifying the vehicles on a prescribed form and paying the applicable fees. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(e)(2), by failing to notify the department, identify the vehicle being taken out of service, and identify the replacement vehicle on a prescribed form before the replacement vehicle is put into operation. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(f), by failing to file a supplemental application and evidence of insurance or financial responsibility in: <input type="checkbox"/> (1) the amounts specified by §18.16, before transporting household goods or hazardous materials, or performing nonconsent tows. <input type="checkbox"/> (2) the motor carrier's new name and in the amounts specified by §18.16, no later than the effective date of the name change. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(f), by failing to file a supplemental application for any change: <input type="checkbox"/> (3) of address or change of its legal agent for service of process no later than the effective date of the change. <input type="checkbox"/> (4) in the principal officers and titles of a corporation no later than the effective date of the change. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(g), by failing to file an original application for registration when there is a corporate merger or a change in the ownership of a sole proprietorship or of a partnership. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(i)(6), by failing to carry a copy of the Type B household goods carrier's certificate of registration either in the cab of each vehicle or in each trailer used for the transportation of household goods. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.13(i)(8), by failing to present the Type B household goods carrier's certificate of registration maintained in the vehicle to a department-certified inspector or any other authorized government personnel on demand. Remarks:	
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.16(a), by failing to maintain: <input type="checkbox"/> (1) the minimum required <b>automobile liability</b> insurance on file with the department. (Type A HHG carriers) <input type="checkbox"/> (2) an enforceable commercial or business automobile liability insurance policy in compliance with Trans. Code Chap. 601. (Type B HHG carriers) Remarks:	

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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>43 T.A.C. §18.16(b), by failing to file and maintain proof of financial responsibility for cargo with the department.</p> <p><input type="checkbox"/> (1) Type A HHG carrier.</p> <p><input checked="" type="checkbox"/> (2) Type B HHG carrier.</p> <p>Remarks: Failure to have active cargo insurance on file with the department.</p> <p>(1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite</p> <p>(2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster</p> <p>(3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth</p> <p>Note: Letter of Credit expired on 1/25/06 and Cargo insurance filed on 2/13/06</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.16(c), by failing to provide worker's compensation or accidental insurance coverage for all employees of the motor carrier. (Other than Type B HHG carriers)</p> <p>Remarks:</p>
<b>§18.17. Single State Registration System.</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>43 T.A.C. §18.17(a)(1), by failing to maintain on file with the Department an application to register as an interstate motor carrier for all states of travel as required by 49 U.S.C. §14504 before beginning operations in Texas.</p> <p>Remarks: Transportation of household goods for hire without being registered under the Single State Registration System.</p> <p>(1) Shipper: Nathan Handberry Date: 9/05/05 Dallas to Denver Co.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.17(d)(1), by failing to carry in each vehicle and present on demand a copy of the registration receipt for inspection by any department certified inspector or any other authorized government personnel.</p> <p>Remarks:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.17(d)(2), by operating as a interstate carrier with a registration receipt that has been altered.</p> <p>Remarks:</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>43 T.A.C. §18.17(j), by failing to file proof of insurance in accordance with the levels specified by 49 CFR, Part 387, Subpart C.</p> <p>Remarks: Failure to have liability insurance on file with the department as an interstate motor carrier for hire.</p> <p>(1) Shipper: Nathan Handberry Date: 9/05/05 Dallas to Denver Co.</p>
<b>§18.31 - §18.32. Investigations and Inspections of Motor Carrier Records.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.31(b)(1), by failing to allow a certified inspector access to the motor carrier's premises to conduct an inspection or investigation of alleged violations of Transportation Code, Chapter 643, Subchapters B, C, D, and E.</p> <p>Remarks:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.31(c), by failing to provide access to requested records and documents at:</p> <p><input type="checkbox"/> (1) the motor carrier's principal place of business; or</p> <p><input type="checkbox"/> (2) a location agreed to by the department and the motor carrier.</p> <p>Remarks:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.32(a), by failing to prepare and maintain at its principal place of business in Texas:</p> <p><input type="checkbox"/> (1) operational logs, insurance certificates and documents verifying carrier's operations;</p> <p><input type="checkbox"/> (2) complete and accurate records of services performed;</p> <p><input type="checkbox"/> (3) all certificate of title documents, weight tickets, permits for oversize or overweight vehicles and loads, dispatch records, tow tickets, or any other document that would verify the operations of the vehicle to determine the actual weight, insurance coverage, size and/or capacity of the vehicle;</p> <p><input type="checkbox"/> (4) documents supporting fee payments; and</p> <p><input type="checkbox"/> (5) the original certificate of registration and registration listing, if applicable.</p> <p>Remarks:</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>43 T.A.C. §18.32(b), by failing to retain complete and accurate records for household goods carriers consisting of all of the following information and documents:</p> <p><input type="checkbox"/> (1) moving service contracts, such as, bills of lading or receipts;</p> <p><input type="checkbox"/> (2) proposals for moving services;</p> <p><input type="checkbox"/> (3) inventories, if applicable;</p> <p><input type="checkbox"/> (4) freight bills;</p> <p><input type="checkbox"/> (5) time cards, trip sheets, or driver's logs;</p> <p><input type="checkbox"/> (6) claim records;</p> <p><input type="checkbox"/> (7) ledgers and journals;</p> <p><input type="checkbox"/> (8) canceled checks;</p> <p><input type="checkbox"/> (9) bank statements and deposit slips;</p> <p><input type="checkbox"/> (10) invoices, vouchers or statements supporting disbursements; and</p> <p><input type="checkbox"/> (11) dispatch records.</p>

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		Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(c), by failing to maintain a copy of the registration listing in the cab of each registered vehicle at all times. (Other than Type B HHG carriers) Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(c), by failing to make available to a certified inspector or any law enforcement officer a copy of the current registration listing upon request. (Other than Type B HHG carriers) Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(c)(1), by failing to maintain a certificate of registration in the cab of each power unit or each trailer operated by a Type B HHG carrier. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(c)(1), by failing to make available a Type B certificate of registration to a certified inspector or any law enforcement officer upon request. Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(d), by failing to maintain all records and information required by the department at the motor carrier's principal office in Texas. Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(d)(1), by maintaining records at a location other than the principal office in Texas prior to receiving approval from the department. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(d)(2), by failing to maintain required records at its principal office in Texas when the carrier's principal business address is located outside the state of Texas. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.32(e), by failing to maintain all books and records generated by a motor carrier at its principal business address for a period of at least two years. Remarks:
<b>§18.51. Household Goods Agents.</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(c), by failing to file a current, accurate list of household goods agents and their addresses with the department. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(c)(1), by failing to notify the department 30 days prior to the creation or termination of an agency agreement when utilizing alternative vehicle registration. (Type A HHG carriers) Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(c)(2), by failing to notify the department on or before Jan. 1, Apr. 1, Jul. 1 and Oct. 1 of each year of agency creation or termination when not utilizing alternative vehicle registration. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(d), when representing a household goods carrier, the agent failed to: <input type="checkbox"/> (1) operate under the name of the represented household goods carrier as shown on the certificate; and <input type="checkbox"/> (2) use only the moving services contract of the represented household goods carrier. Remarks:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(e), by failing to require each household goods agent to keep copies of applicable tariffs in their agent's offices and open to public inspection. (Type A HHG carriers) Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.51(g), by failing to maintain a written and signed agreement between the household goods carrier and its agents, for a period of not less than two years, following the date of termination of each agreement. Remarks:
<b>§18.52. Advertising.</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.52(a), by failing to include the following information on print advertisements: <input type="checkbox"/> (1) the name of the carrier as shown on the certificate of registration; <input type="checkbox"/> (2) the street address; and <input type="checkbox"/> (3) the certificate of registration number preceded by the words: "TxDOT No. ". Remarks:

<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.52(d), by failing to provide the department's toll-free telephone number (1-800-299-1700) and the HHG carrier's certificate of registration number on any website operated by or for the carrier. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.52(e)(1), by failing to have the following identifying markings on both sides of either the power unit or trailer: <input type="checkbox"/> (A) the name of the carrier as it appears on the certificate of registration; and <input type="checkbox"/> (B) the registration number as it appears on the certificate of registration. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.52(e)(2), by failing to have clearly legible letters and numbers that are at least 2 inches in height on all markings displayed on both sides of either the power unit or trailer. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.52(f), by using false, misleading, or deceptive advertisements in connection with an offer or sale of an intrastate transportation service. Remarks:
<b>§18.54 - §18.55. Selling Insurance to Shippers / Information for Shippers.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.54(b), by failing to issue a copy of the policy or other appropriate evidence of purchased insurance to the shipper before the shipment is loaded. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.54(c), by issuing policies or other appropriate evidence of purchased insurance that do not specify in a clearly written and concise manner, the nature and extent of coverage including any deductibles. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.54(c), by issuing policies or other evidence of purchased insurance that do not clearly indicate: <input type="checkbox"/> (1) the name, address and telephone number of the insurance company; <input type="checkbox"/> (2) the policy number; and <input type="checkbox"/> (3) a statement of whether claims are to be filed with the insurance company or with the carrier. Remarks:
<input type="checkbox"/>	X	43 T.A.C. §18.55(a), by failing to provide the shipper a copy of the information sheet entitled: <i>Your Rights and Responsibilities When You Move in Texas</i> . Remarks: Copy of combination proposal/contract not being provided to shipper prior to loading of shipment - Information printed on back of document. (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth (5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City (6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas (9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster
<b>§18.56. Proposals and Estimates for Moving Services.</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43 T.A.C. §18.56(a), by failing to provide the shipper a written proposal prior to loading stating the maximum amount the shipper could be required to pay for listed transportation and related services. Remarks: Copy of combination proposal/contract not being provided to shipper prior to loading of shipment. (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth (5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City (6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas (9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(a)(1), by issuing a proposal that: <input type="checkbox"/> - does not contain the name and registration number of the motor carrier as it appears on the carrier's certificate of registration;

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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> - does not contain the name of the household goods agent who prepared the proposal; <input type="checkbox"/> - does not contain the street address of the HHG carrier or its agent; and <input type="checkbox"/> - contains the name, logo, or motor carrier registration number of another motor carrier. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(a)(2), by failing to conspicuously state on the written proposal whether or not it is a binding proposal or a not-to-exceed proposal. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(a)(3), by failing to include in the written proposal the statement: "This proposal is for listed items and services only. Additional items and services may result in additional costs." Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(a)(4), by failing to specifically state in the written proposal when the shipper will be required to pay the transportation charges and what form of payment is acceptable. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(a)(5), by failing to conspicuously state on the written proposal that the carrier's liability for loss or damage to cargo is limited to \$.60 per pound per article unless the carrier and shipper agree, in writing, to a higher limit of carrier liability. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(b), by failing to secure a written acknowledgment from the shipper indicating that the written proposal is complete without the number of hours necessary to perform the transportation and related services. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(d), by transporting additional items or performing additional services without first securing from the shipper one of the following agreements: <input type="checkbox"/> (1) allowing the original proposal to remain in effect; <input type="checkbox"/> (2) amending the original proposal or moving services contract; or <input type="checkbox"/> (3) substituting a new proposal for the original. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(e)(1), by failing to execute an amended proposal or moving services contract by: <input type="checkbox"/> (A) signing and dating the amendment; and <input type="checkbox"/> (B) clearly and specifically stating the amended maximum price for the transportation of the household goods. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(e)(2), by assessing charges for fees, other than those specified on an original proposal, for additional items or services when the carrier has failed to amend or substitute the original proposal. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(e)(2), by attempting to amend or substitute the original proposal by adding items or services after the items or services have been provided or performed. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.56(g), by failing to furnish a written proposal for transportation services to the shipper prior to loading the shipment if the estimate for services was provided by telephone. Remarks:
<b>§18.57. Moving Services Contract.</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43 T.A.C. §18.57(a), by failing to give a copy of the moving services contract to the shipper prior to loading the shipment. Remarks: Copy of combination proposal/contract not provided to shipper prior to loading of shipment. (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth (5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City (6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas (9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43 T.A.C. §18.57(a), by failing to include the following information on the moving services contract: <input type="checkbox"/> (1) the name and household goods carrier's registration number, and the address and telephone number of the carrier or the agent that prepared the contract;

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- ☒ (2) the date the shipment was loaded and a description of the shipment;  
☐ (3) the name and address of the shipper;  
☐ (4) the addresses of the:  
     ☐ (A) origin,  
     ☐ (B) destination, if known, and  
     ☐ (C) any stops in transit, if known;  
☐ (5) the moving services to be performed;  
☐ (6) the conspicuous statement, "A household good carrier's liability for loss or damage to any shipment is \$ .60 per pound per article, unless the carrier and shipper agree, in writing, to a greater level of liability."  
☐ (7) a conspicuous explanation of any agreement for increased carrier liability limit, the amount of increased carrier liability, the cost of the increased carrier limit, any deductibles above the carrier's \$.60 per pound per article liability, and the statement: ("This is not insurance.");  
☐ (8) a clear notice of the amount of any insurance for property that is transported or stored, the amount of insurance premiums, and the policy number.  
☐ (9) the conspicuous statement: "This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendum."  
☐ (10) a description of whether the proposal is a binding or not-to-exceed proposal and the maximum price the shipper could be required to pay for the services listed;  
☒ (11) a statement authorizing performance of the listed services, signed and dated by the household goods carrier and the shipper; and  
☐ (12) a statement signed and dated by the shipper authorizing delivery of household goods at a destination where the shipper intends not to be present.

Remarks: Contract does not contain noted information:

- (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite - Paragraph (11) Signatures not dated.  
 (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster - Paragraph (11) Signatures not dated & Paragraph (2) No description of shipment.  
 (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth - Paragraph (11) Signatures not dated.  
 (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth - Paragraph (11) No signatures or dates & Paragraph (2) No description of shipment.  
 (5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City - Paragraph (11) Signatures not dated.  
 (6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill - Paragraph (11) Signatures not dated & Paragraph (2) No description of shipment.  
 (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth - Paragraph (11) No signature for carriers representative and shipper's signature not dated.  
 (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas - Paragraph (11) Signatures not dated.  
 (9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster - Paragraph (11) No signature for carrier's representative and Shipper's signature not dated.

- ☒ 43 T.A.C. §18.57(b), by failing to give a completed copy of the moving services contract to the shipper upon delivery of the shipment. **NOTE:** The moving services contract is to be signed and dated by both the shipper and carrier at destination only confirming delivery of the shipments.

Remarks: Failure to have both signatures (Shipper & Carrier's representative) dated.

- (1) Shipper: Kristy Jamison Date: 2/09/06 Rockwall to Mesquite  
 (2) Shipper: Candace Wright Date: 2/04/06 Duncanville to Lancaster  
 (3) Shipper: Tina Ross Date: 2/02/06 Ft. Worth to Ft. Worth  
 (4) Shipper: DeAndre Jackson Date: 12/02/05 Ft. Worth to Ft. Worth - No carrier's representative signature.  
 (5) Shipper: Stan Taylor Date: 5/13/05 Cedar Hill to Haltom City  
 (6) Shipper: Stan Taylor Date: 9/06/05 Haltom City to Cedar Hill  
 (7) Shipper: Bill Whitworth Date: 10/01/05 Cleburne to Ft. Worth - No carrier's representative signature.  
 (8) Shipper: Denise Young Date: 9/30/05 Dallas to Dallas  
 (9) Shipper: Denise Young Date: 11/23/05 Dallas to Lancaster - No carrier's representative signature.

- ☐ 43 T.A.C. §18.57(b), by failing to release the household goods to the shipper at destination if shipper pays the maximum price listed on the moving services contract.

Remarks:

- ☐ 43 T.A.C. §18.57(b), by failing to give a completed copy of the moving services contract to the shipper upon delivery of the shipment that includes:

- ☐ (1) the total charges for the shipment and the specific nature of each charge, including the method used to calculate the minimum and total charges if the shipment was not transported based on a binding proposal;  
☐ (2) an explanation of all additional moving services provided in accordance with §18.56(d); and  
☐ (3) the addresses of the origin, destination, and any stops in transit if not previously provided on the moving services contract at the origin.

		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.57(e), by failing to have signatures for authorizing performance of listed services and shipment delivery confirmation separate from any signatures required by the household goods carrier such as acknowledgement of the statement of value of the shipment. Remarks:
<b>§18.58 - §18.59. Moving Services Contract – Options for Carrier Limitation of Liability / Inventories</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.58(a)(2), by altering or expanding the limitations of liability on a shipment as set out in subsections (b) or (c) of §18.58. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.59(c)(1), by failing to include the following information in the inventory: <input type="checkbox"/> (A) the shipper's name and household goods carrier's name as it appears on the carrier's certificate of registration; <input type="checkbox"/> (B) a description of each item in the shipment to include the quantity and size of each container; and <input type="checkbox"/> (C) the symbols "CP" for all containers packed or crated by the carrier and "PBO" for containers packed or crated by the shipper. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.59(c)(2), by failing to have the inventory signed by shipper and household goods carrier at origin that includes a conspicuous statement that the shipper's signature affirms the contents and condition of the items in the shipment. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.59(c)(3), by failing to have the inventory signed by shipper and household goods carrier at destination. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.59(c)(3), by failing to have the following statement on the inventory by the shipper's signature line: "Signing the inventory means: <input type="checkbox"/> (i) all items loaded have been received, except as noted; <input type="checkbox"/> (ii) obvious loss or damage has been noted; and <input type="checkbox"/> (iii) signing the inventory does not waive a claimant's right to file a claim." Remarks:
<b>§18.60. Determination of Weights.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.60(a), by failing to determine the weight of each shipment on a certified scale prior to assessing any charges when transporting a shipment on a not-to-exceed proposal using shipment weight as a factor in determining transportation charges.. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.60(c)(1), by failing to obtain and carry on the vehicle a separate weight ticket for each weighing when both weighings are not performed on the same scale. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.60(c)(1), by failing to have weight ticket signed by the person performing the weighing. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.60(c)(1), by failing to provide all required information on the weight ticket: <input type="checkbox"/> (A) the complete name and location of the scale; <input type="checkbox"/> (B) the date of each weighing; <input type="checkbox"/> (C) identification of each weight entry: tare, gross or net; <input type="checkbox"/> (D) the company or carrier identification of the vehicle; and <input type="checkbox"/> (E) the last name of the shipper as it appears on the moving service contract. Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.60(c)(2), by failing to retain the weight ticket as part of the shipment file. Remarks:
<b>§18.61 - §18.62. Claims / Mediation by the Department.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(b)(1), by failing to send a written acknowledgment of a claim within 20 days after receipt of the claim, excluding Sundays and nationally recognized holidays. Remarks:

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<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(b)(1)(A), by failing to include in the claim acknowledgment letter the statement, "Household goods carriers have 90 days from receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing, to a claimant. Questions or complaints concerning the household goods carrier's claims handling should be directed to the TxDOT's Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TxDOT within 30 days (excluding Sundays and nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or 90 days has elapsed since the carrier received the claim and the claim has not been resolved."
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(b)(2), by failing to pay, decline to pay, or make a firm settlement offer in writing within 90 days after receipt of the claim.
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(b)(2), by failing to include the following statement in a claim settlement offer: "A claimant has the right to seek mediation through TxDOT within 30 days (excluding Sundays and nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or 90 days has elapsed since the carrier received the claim and the claim has not been resolved."
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(b)(3), by failing to provide a copy of shipping documents to the shipper's insurance company upon request.
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(c)(1), by failing to inspect items of a shipment within 30 days after receipt of a claim.
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(c)(2), by failing to handle separately payment of shipping charges and payment of claim.
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(d), by failing to maintain a record of every claim filed for a minimum of two years.
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.61(d), by failing to maintain in a systematic, orderly and easily retrievable manner the following information on each claim filed:
		<input type="checkbox"/> (1) claim number (if assigned), date received, and amount of money of the requested remedy; <input type="checkbox"/> (2) number (if assigned) and date of the moving service contract; <input type="checkbox"/> (3) name of the claimant; <input type="checkbox"/> (4) date the carrier's claim acknowledgment letter was issued; <input type="checkbox"/> (5) date and total amount paid on the claim or date and reason claim was disallowed; and <input type="checkbox"/> (6) dates, time, and results of any mediation coordinated by the department.
		Remarks:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43 T.A.C. §18.62(l), by failing to participate in the mediation process.
		Remarks: Carrier failed to fully participate in mediation of process.
		(1) Mediation # 1165 Date: 1/19/06 Claimant: Stanley Taylor Mediator: Sherry R. Wetsch Carrier's Representative: Mark Mareno.
		Carrier's representative was not able to fully represent the carrier during mediation. Mediator's subsequent attempt to contact carrier's owner by phone to complete the mediation was not successful.
<b>§18.63. Annual Report.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.63(a), by failing to file an annual operating report with the department on or before the 15 <sup>th</sup> of May of each year.
		Remarks:
<b>§18.64 - §18.65. Rates. / Tariff Registration.</b>		
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.64(b), by failing to set maximum rates and charges for services in its applicable tariff. (Type A HHG carr.)
		Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.64(b), by failing to disclose the maximum rates and charges before transporting shipments between two or more incorporated cities. (Type A HHG carriers)
		Remarks:

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<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.64(c), by charging more than the maximum charges published in applicable tariff on file with the department for transportation services between two incorporated cities. (Type A HHG carriers) Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	43 T.A.C. §18.65(b), by failing to have a tariff filed with the department. (Type A HHG carriers) Remarks:
		<b>Additional violations.</b>
	<input type="checkbox"/>	Remarks:
	<input type="checkbox"/>	Remarks:
	<input type="checkbox"/>	Remarks:
	<input type="checkbox"/>	Remarks:



## Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8685

October 4, 2006

Certified Mail

Article No. 7000 1670 0009 3975 3656

Accent Movers, Inc.  
Shane Gibson  
2616 Weaver St.  
Haltom City, TX 76117


Notice No. 37019-HH-AP-A01-06

Dear Mr. Gibson:

On July 13, 2006, we sent you a notice alleging that you have violated certain Department rules and regulations. This notice also offered you the opportunity to discuss a settlement of the alleged violations without the need for an Administrative Hearing. Since we have not been able to come to an agreement to resolve this matter, I have referred your file to the Texas Attorney General's Office. The Texas Attorney General's office will represent the department, and a hearing will be set before the State Office of Administrative Hearings. You will receive a written notice of hearing containing the information specified in 43 Texas Administrative Code §§1.21 - 1.61 (relating to Contested Case Procedure).

Any further communication concerning this matter should be directed to Ms. Cathleen Slack, Assistant Attorney General, at the Texas Attorney General's Office, Transportation Division, 512-463-2004.

Sincerely,

  
for Carol Davis, Director  
Motor Carrier Division

cc: Field Operations — Arlington  
cc: mailed 1<sup>st</sup> class  
cc: Acuff & Gamboa, L.L.P.  
Park Plaza Building  
John L. Gamboa  
2501 Parkview Dr. Ste. 405  
Fort Worth, TX 76102

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RECOMMENDED PENALTY: \$17,500

REFER TO OAG:

JB [signature]  
CD [signature]

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Accent Movers, Inc.  
2616 Weaver Street  
Fort Worth, TX 76117

TxDOT MCR NO.: 000537473B  
NOTICE No. 37019  
Size: Medium

**ISSUES:** An investigation of Accent Movers, Inc. was performed following 5 consumer complaints (each assigned a different investigation number), one department generated complaint, and a recheck, alleging the Subject damaged household goods, failed to participate in mediation, operated intrastate without a certificate of registration (MCR), and operating interstate without the necessary SSR (no USDOT MC). The allegations were substantiated during the investigations; although, in most of the instances of damage claims, Subject did make a small settlement, but the consumer was just not satisfied with the minimal amount of settlement. The investigation resulted in the citing of numerous violations involving registration, insurance, recordkeeping, consumer protection requirements, and operating without appropriate SSR.

#### STATUTORY PENALTY CONSIDERATIONS:

**Seriousness of the violation (including the hazard or potential hazard created to the health, safety or economic welfare of the public):** These violations are considered serious because the household good carrier has operated without a motor carrier registration and cargo insurance, placing the motoring public at serious risk. The Subject's failure to fully cooperate and participate in mediation has shown a disregard for the Department's Motor Carrier rules and Regulations and Consumer Protection requirements, and a disregard to the mediator and consumer.

**Economic Harm to Property or the Environment:** Yes. However, no actual dollar amount is known, settlements have been made.

**History:** Subject (Shane Gibson, President) has operated for many years as a mover in Texas, having had numerous complaints and investigations. AP Notice 00219, paid penalty of \$532.00 for interstate operations (SSR), investigation in April of 1996. LOW5 Notice 23694, Conference in June of 2002, pertaining to violations with proposal contract requirements (format), claim settlement letters and operating without commercial liability insurance coverage. AP Notice 24802, CSA paid penalty of \$1,000.00 on 9/2/03, contents of contracts and operating intrastate without insurance coverage, investigation in September of 2002.

Also, Subject has operated another moving company, Mamas Movers dba Able Bodied Movers, 000537471B, for several years. Even though Subject claims to not being aware of some of the violations cited in this current case, Subject has had the opportunity to be very well aware of the laws and rules of household goods carriers by way of numerous years of operation and numerous contacts with the department. The investigators have explained the rules extensively to Subject during these contacts.

14 days - no insurance  
failed to have insurance, but just failed to file

Holder's \$37,000 / \$830.00 Taylor failed to  
no settlement, acc / no date

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**Amount necessary to deter future violations:** The penalty being assessed is consistent with MCO enforcement policy towards household good carriers that continue operate in violation of the Motor Carrier Rules and Regulations.

**Efforts made to correct the violations:** Subject has re-registered its intrastate MCR, but not its SSR/USDOT MC.

Violations	Evidence	Substantials	Prev. Vols. (Dates)	No. of Com's	Pen. Per Viol.	Total
1) 43 T.A.C. §18.11(b), by operating as a household goods carrier upon the public streets and highways of Texas without first obtaining a certificate of registration issued by the Texas Department of Transportation.	MCCS; Contracts	NONE		3	\$2,500 M	\$2,500
2) 43 T.A.C. §18.16(b), by failing to file and maintain proof of financial responsibility for cargo with the department.	MCCS; Contracts	NONE	3/12/01	3	\$2,500 M	\$2,500
3) 43 T.A.C. §18.17(a)(1), by failing to maintain on file with the Department an application to register as an interstate motor carrier for all states of travel as required by 49 U.S.C. §14504 before beginning operations in Texas.	MCCS; Contracts	NONE	4/96	1	\$2,500 M	\$2,500
4) 43 T.A.C. §18.17(j), by failing to file proof of insurance in accordance with the levels specified by 49 CFR, Part 387, Subpart C.	MCCS; Contracts	NONE	4/96	1	\$2,500 M	\$2,500
5) 43 T.A.C. §18.55(a), by failing to provide the shipper a copy of the information sheet entitled: <i>Your Rights and Responsibilities When You Move in Texas</i> .	Contracts; Investigator's statement	Could be challenged	5/7/01	9	\$1,000 L	\$1,000
6) 43 T.A.C. §18.56(a), by failing to provide the shipper a written proposal prior to loading stating the maximum amount the shipper could be required to pay for listed transportation and related services.	Contracts; Investigator's statement	Could be challenged	5/7/01	9	\$1,000 L	\$1,000
7) 43 T.A.C. §18.57(a), by failing to give a copy of the moving services contract to the shipper prior to loading the shipment.	Contracts; Investigator's statement	Could be challenged		9	\$1,000 L	\$1,000
8) 43 T.A.C. §18.57(a), by failing to include the following information on the moving services contract: (2) the date the shipment was loaded and a description of the shipment; and	Contracts; Investigator's statement	NONE	3/12/01 5/7/01 9/9/02	9	\$1,000 L	\$1,000

Violations	Evidence	Statutes	Prey Vols (date)	No. of Coms	Pen Per Vol	Total
(11) a statement authorizing performance of the listed services, signed and dated by the household goods carrier and the shipper.						
9) 43 T.A.C. §18.57(b), by failing to give a completed copy of the moving services contract to the shipper upon delivery of the shipment. NOTE: The moving services contract is to be signed and dated by both the shipper and carrier at destination only confirming delivery of the shipments.	Contracts; Investigator's statement	NONE	5/7/01	9	\$1,000 L	\$1,000
10) 43 T.A.C. §18.62(i), by failing to participate in the mediation process.	Mediator's statement	NONE		1	\$2,500 M	\$2,500
Total Recommended Penalty						\$17,500

#### CHRONOLOGY OF CURRENT COMPLAINT(S) AND INVESTIGATION(S):

DATE	EVENT
9/5/05	Subject transported household goods interstate from Dallas, TX to Denver, CO without active SSR. Subject's USDOT MC 325452 was revoked in June 1998. Subject never had SSR with the department.
1/19/06	Subject did not fully participate in mediation. Subject's employee called the mediator, did not cooperate, put mediator on hold, and then did not participate. Mediation No. 1165. Mediation request pertained to overcharge & damage claim from intrastate shipment on 5/13/05 to storage, then on 9/6/05 to destination, in the Cedar Hill area.
1/26/06	Subject's intrastate MCR 000537473B revoked due to no proof of insurance.
2/14/06	Subject re-registered certificate. MCR 000537473B became Active.
3/29/06	Investigation was conducted on Subject.
	*TXDOT AP ltr mailed 7/13/06. Request for Administrative Hearing rec'd 7/24/06 from Subject's attorney, John Gamboa.

RA



08/17/2007 10:30 8178343699  
08/10/2007 16:32 5124 60

ACCENT MOVE  
TXDOT MCO

PAGE 02  
PAGE 02/04

**BEFORE THE TEXAS DEPARTMENT OF TRANSPORTATION**

**In the Matter of:**

*The Texas Department of Transportation v. Shane Gibson d/b/a Accent Movers;  
Docket No. 601-07-0507*

**COMPROMISE SETTLEMENT AGREEMENT  
AND FINAL ORDER**

The Texas Department of Transportation (hereinafter, "DEPARTMENT") and Mr. Shane Gibson, individually and as manager for Accent Movers (hereinafter, "GIBSON") announce they have entered into a settlement (the "Settlement") of the matters involved in the above-referenced proceedings, subject to the approval of the settlement by the Director, Motor Carrier Division. GIBSON and the DEPARTMENT agree and stipulate as follows:

1. The DEPARTMENT determined GIBSON violated the Motor Carrier Regulations set forth in Sections 43 Tex. Admin. Code §18.11(b); 43 Tex. Admin. Code §18.16(b)(2); 43 Tex. Admin. Code §18.17(a)(1); 43 Tex. Admin. Code §18.17(j); 43 Tex. Admin. Code §18.55(a); 43 Tex. Admin. Code §18.56(a); 43 Tex. Admin. Code §18.57(a); 43 Tex. Admin. Code §18.57(b); and 43 Tex. Admin. Code §18.62(i) of Title 43 of the Texas Administrative Code. The allegations are specifically set forth in the DEPARTMENT's Original Petition and First Amended Petition, Docket No. 601-07-0507, and are incorporated herein by reference.
2. GIBSON acknowledges receipt of adequate notice of the alleged violations of the Motor Carrier Regulations, penalties, and his right to a hearing. GIBSON hereby waives any and all rights he may have to further notice or to further details of the violations.
3. GIBSON does not admit to violating the Motor Carrier Regulations.
4. The allegations set forth in Docket No. 601-07-0507, concerning violations of the Motor Carrier Regulations, are hereby settled and compromised.

**SETTLEMENT TERMS**

5. In consideration of the full compromise and settlement of Docket No. 601-07-0507, GIBSON agrees to the following:
  - A. GIBSON agrees to comply with all Texas Department of Transportation administrative rules and regulations.

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08/17/2007 10:30  
08/18/2007 15:32

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51248

ACCENT MOVE

PAGE 03

- B. GIBSON agrees to comply with all registration requirements for interstate household goods shipments.
- C. GIBSON agrees settle all claims with Nathan Handberg and Stan Taylor and provide the Texas Department of Transportation with documentation that said claims have been settled no later than September 15, 2007.
- D. GIBSON agrees to pay a penalty of \$2,500.00 (Two Thousand Five Hundred and No/100 Dollars) and attorneys fees of \$1,000.00 (One Thousand and No/100 Dollars), for a total of 3,500.00 (Three Thousand Five Hundred Dollars), made payable to "Office of the Attorney General," in the form of cashier's check, teller check, or money order, by October 1, 2007, to:

Office of the Attorney General  
Transportation Division  
ATTN: Betsy Johnson, AAG  
P.O. Box 12548  
Austin, TX 78711-2548

- 6. In consideration of the full compromise and settlement of Docket No. 601-07-0507, the DEPARTMENT agrees to the following:
  - A. To request that the record of this matter remain open until October 5, 2007, to permit adequate time to confirm the fulfillment of all of the obligations described in Section 5.
  - B. Upon confirmation that the obligations described in Section 5 have been fulfilled, the DEPARTMENT will withdraw the Petition against GIBSON.
- 7. This Compromise Settlement Agreement and Final Order is not binding upon the DEPARTMENT until approved by the Director, Motor Carrier Division and GIBSON has fully performed in a timely manner. Should the Director not consent to the Settlement, then:
  - A. The DEPARTMENT shall offer to refund any payment (under 5(D)) made by GIBSON as a requirement of the Settlement;
  - B. The DEPARTMENT retains the right to collect all amounts due from GIBSON to the DEPARTMENT;
  - C. GIBSON'S signature on the Settlement confirms that GIBSON hereby has advance notice that the DEPARTMENT shall request that the record be closed in this matter and a proposal for decision be issued by the State Office of Administrative Hearings on the 5<sup>th</sup> day of October, 2007.

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ACCENT MOVE  
TRAILER MCD

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8. This Compromise Settlement Agreement is strictly limited to the specific violations alleged in Docket No. 601-07-0507.

Jurisdiction having been established, and based on the stipulations and agreements of the parties, incorporated herein by reference, it is therefore ORDERED by the Texas Department of Transportation, that the terms and conditions of this Settlement are accepted and approved, as evidenced below by the signatures of the parties.

Done this 20<sup>th</sup> day of May, 2008

Carol Davis

Carol Davis, Director  
Motor Carrier Division  
Texas Department of Transportation

SHANE GIBSON  
D/B/A ACCENT MOVERS

By: [Signature]  
Title: Owner  
Date: 8-17-07

SHANE GIBSON

(5/14/2008) Tiffany Roybal - Re: Fwd: Accent Movers

Page 1

From: Michael Ellis  
 To: Tiffany Roybal  
 Date: 5/14/2008 8:46 AM  
 Subject: Re: Fwd: Accent Movers

We should be able to process the settlement on this case. I think all we were waiting on was his money.....

>>> "Betsy Johnson" <Betsy.Johnson@oag.state.tx.us> 5/13/2008 9:36 PM >>>  
 Hi Mike, in trial so delayed response--apologies. Yes, my office confirms a check from Shane Gibson in the amt of \$3500. Thanks!

Betsy J. Johnson  
 Assistant Attorney General  
 Transportation Division  
 (512)463-2804 telephone  
 (512)472-3855 fax

The information contained in this e-mail transmission is confidential. It may also be subject to privileges relating to attorney-client communications, work product, or proprietary information. This information is intended for the exclusive use of the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution (other than to the addressee(s) named above), copying, or the taking of any action because of this information is strictly prohibited. If you have received this information in error, please immediately notify us by return e-mail and delete this message.

>>> "Michael Ellis" <MEllis@dot.state.tx.us> 05/13/08 9:32 AM >>>

>>> <shane@accentmovers.com> 5/13/2008 8:53 AM >>>  
 Good morning Mike.... wanted to let you know that I sent that \$3500\$ into the attorney generals ofc last week. If you get a chance could you confirm with them that they received it? I appreciate all the help you have gave us in this matter

Shane Gibson

*Ag per Mike  
 all claims w/ complaints  
 have been settled.  
 05-20-08 (TR)*

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## Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

June 05, 2008


Accent Movers, Inc.  
Shane Gibson  
2616 Weaver Street  
Haltom City, TX 76117

Notice No. 37019-HH-AP-A01-06

Dear Mr. Gibson:

Enclosed is a copy of the Compromise Settlement Agreement and Final Order which was signed on May 29, 2008. If you have any questions concerning this matter please contact Richard Norwood at 817-633-5194 or 1-800-299-1700 (option 3).

Sincerely,

  
for Carol Davis, Director  
Motor Carrier Division

Enclosure

cc: Field Operations - Arlington

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

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**Enforcement History as relating to following investigations:**

Accent Movers, Inc.

TxDOT # 000537473B

ID # 34522, 35036, 35342, 35703, 35859, 35891

- (1) AP under Notice # 00219 resulting from an investigation conducted in April '96 for transporting an interstate shipment – Paid penalty in an amount of \$532.00.
- (2) Conference held with carrier in June '02 as a result of a recheck under Notice # 23694 for non-compliance with proposal/ contract requirements (format), claim settlement letters and operating without commercial liability insurance coverage.
- (3) AP under Notice # 24082 resulting from an investigation conducted in Sept. '02 principally for operating without commercial liability insurance coverage – Paid penalty in an amount of \$1,000.00
- (4) Reoccurring violation cited for operating without a current letter of credit or other approved forms of financial responsibility:
  1. ID # 20243 Date: 5/09/01
  2. ID #'s 28896 & 29002 Date: 9/02/04
  3. ID #'s 29305 & 30997 Date: 4/05/05
- (5) Reoccurring violations cited for non-issuance and improper completion of proposals and contracts.
  1. ID #'s 19129 & 19241 Date: 1/13/01
  2. ID # 20243 Date: 5/09/01
  3. Notice # 19748 Date: 9/06/01
  4. Notice # 21882 Date: 3/25/02
  5. Notice # 24135 Date: 9/09/02

EVIDENCE

ACCENT MOVERS, INC.

ID'S 34522, 35036, 35342, 35703, 35859, 35891

NOTICE # 34262

EVIDENCE

ACCENT MOVERS, INC.

ID'S 34522

COMPLAINANT: NATHAN HANDBERRY



## UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

ACCENT MOVERS, INC.

817-834-5377

INTERSTATE  
ORDER FOR  
SERVICE

B/L AND ORDER NO.

CONNECTING OR INTERLINING CARRIER (IF ANY)		ADDRESS	
RECEIVED, subject to classification, lawfully filed tariffs, rules and regulations including all terms printed or stamped hereon or on the reverse hereof, in effect on the date of issue of this bill of lading.			
SHIPPER <u>1111 Main Road</u> DATE <u>8/21</u>		CONSIGNEE TO <u>Same</u>	
ADDRESS <u>1111 Main Road</u>		ADDRESS <u>1111 Main Road</u>	
FLOOR <u>1st</u> ELEV. <u>017-692-0351</u>	FLOOR <u>1st</u> ELEV. <u>017-692-0351</u>	TEL. <u>017-692-0351</u>	
CITY <u>Chicago</u> COUNTY <u>Cook</u> STATE <u>IL</u>	CITY <u>Chicago</u> COUNTY <u>Cook</u> STATE <u>IL</u>	STATE <u>IL</u>	
ACTUAL PICKUP DATE <u>8/21</u>	AGREED PICKUP DATE <u>8/21</u>	QUARANTEED PICKUP DATE	QUARANTEED DELIVERY DATE <u>8/21</u>
<b>SPECIAL SERVICES</b> <input type="checkbox"/> EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____ CU. FT. VEHICLE <input type="checkbox"/> SHIPMENT COMPLETELY OCCUPIED A _____ CU. FT. VEHICLE <input type="checkbox"/> EXCLUSIVE USE OF A _____ CU. FT. VEHICLE ORDERED <input type="checkbox"/> SPACE RESERVATION _____ CU. FT. ORDERED <input type="checkbox"/> AIR CONDITIONER <input type="checkbox"/> WASHER <input type="checkbox"/> _____ <input type="checkbox"/> _____		<b>WEIGHT</b> ORIGINAL _____ REWEIGH _____ Gross _____ Net _____ Min. Wt. _____	
<b>NOTIFICATION OF CHARGES</b> SHIPPER REQUESTS NOTIFICATION OF ACTUAL CHARGES TO PARTY SHOWN BELOW <input type="checkbox"/> (GOOD SHIPPER'S ONLY) NOTIFY _____ ADDRESS _____ TEL. _____ IN CASE OF DELAY, OR IF CHARGES EXCEED ESTIMATE BY MORE THAN 10% NOTIFY _____ ADDRESS _____ TEL. _____		<b>TRANSPORTATION</b> Contract No. <u>#400L</u> Tariff <u>#400L</u> Section _____ Exception _____ Tariff Rate _____	
<b>BILLING INFORMATION</b> Payment in Certified Check, Cash, Traveler's Check or Cashier's Check VALUATION AMOUNTS 1. 60 POUND PER ITEM (INCLUDED) <u>1400 per piece per item</u> 2. 1.25 POUND - 340 PER 1000.00 3. 350 POUND - 1000 PER 1000.00 * PLEASE INDICATE AMOUNT DECLARED ABOVE. IF NO AMOUNT IS INDICATED 60 POUND WILL BE THE COVERAGE. * TARIFF TAKING POSSESSION OF THE ITEM. SIGNATURE <u>[Signature]</u> INSURANCE: The shipper declares the actual cash value of the shipment to be \$ _____ Insurance Rate \$ _____ per hundred dollars, premium \$ _____ Signature _____ FOR QUESTIONS CONCERNING CLAIMS, CALL (817) 222-0181		<b>SERVICES</b> RATE _____ CHARGES _____ BASE _____ ADD'L CWT _____ Transportation <u>1111 Main Road</u> Carriage To Warehouse From Warehouse MI Total Containers Packing & Unpacking _____ Add Transp. Charge - Orig. - Del. _____ Storage-in-Transit From To _____ Warehouse Handling _____ Extra Pickups or Deliveries: No. By _____ Extra Labor Men Men Hrs. _____ Flight Charge No. _____ Excessive Distance Carry: Feet _____ Valuation _____ Piano Handling _____ Appliances Servicing _____ Elevator Stairs _____ Weight Additive _____ Other Charges _____ Advanced Charges _____ Insurance Surcharge _____ Signature <u>[Signature]</u> <u>8/21/23</u>	
<b>AGREEMENT</b> MOVERS ARE NOT LIABLE FOR UNCLEAN FLOORS, ELECTRICAL COMPONENTS, APPLIANCES, ITEMS NOT PROPERLY PACKED, ALL PARTICLE BOARD FURNITURE, CLAIMS NOT NOTED ON THE INVOICE AT THE TIME OF THE MOVE ARE NULL AND VOID. ALL LEGAL MATTERS MUST BE RESOLVED IN TARRANT COUNTY. THE REMEDY FOR FULL VALUE PROTECTION IS AT THE DISCRETION OF THEM. ALL CLAIMS MUST BE SUBMITTED IN WRITING AND ARE COMPLETED ACCORDING TO TARRANT 8009L. WE DO ACCEPT CASH. CREDIT CARDS MUST BE PREAPPROVED AT THE DISCRETION OF THE MOVER. ACCEPTABLE FORMS OF PAYMENT ARE CASH, CASHIERS CHECK, TRAVELERS CHECKS AND ACCOUNT TRANSFER ONLY. COLLECTION OF CHARGES ARE TO BE PRIOR TO UNLOADING. ALL SALES ARE FINAL. NO REFUNDS. ALL ELECTRONICS AND APPLIANCES MUST BE BOXED. SIGNATURE <u>[Signature]</u>		TOTAL CHARGES CHARGE _____ PREPAID <input type="checkbox"/> C.O.D. <input type="checkbox"/> ESTIMATED CHARGES _____ MIN. VOLUME CHARGES _____ Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment BALANCE DUE Collected by _____ Prepayment Collected by _____ Credit Card # _____ Expiration Date _____ Signature _____ <b>BALANCE DUE</b> DELIVERY ACKNOWLEDGMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT IN NOTED AND INVENTORY AND SERVICES ORDERED WERE PERFORMED. SIGNATURE <u>[Signature]</u> SHIPPER'S SIGNATURE	
REC'D FOR STORAGE _____ BY _____ DATE _____ (WAREHOUSE SIGNATURE)		CONSIGNEE _____ DATE _____	

ORIGINAL — NOT NEGOTIABLE

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15.  
To the Claims Department at Accent Movers:

I recently had my stuff moved from a storage unit in Dallas to my new residence at 362 S Lincoln St, Denver CO 80209 on Labor Day (9/5/05). Mark was the person that took care of my move. The crew was very quick unloading everything. He said they had a blowout in transit and a dolly slammed into my television. It was a virtually brand new 50-inch Samsung HD DLP TV. He said to send in the claim form and put attention Mark on it, which I have done. I have included pictures of the damage.

I called BestBuy since the TV is still under warranty. They came out to fix it on 9/17/05, but didn't have the part they need (new screen). They said it would be another 7-10 days to get the part in. I'm still waiting on the actual cost. The tech told me it was \$90 for the service call, he thought it would be \$227 for the new screen, and labor might be charged for installing it. I will send a copy of the receipt in as soon as I get it. My preference for contact is email as I will be traveling quite a bit in the next few weeks, but I will have my cell phone with me (will not be able to answer while in meetings).

Thanks,  
Nathan Handberry  
362 S Lincoln St  
Denver, CO 80209

*Nathan Handberry*

9/21/05

817-692-0351

15.  
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Thanks,  
Nathan Handberry  
362 S Lincoln St  
Denver, CO 80209

*Nathan Handberry*

9/21/05

817-692-0351

2809 60

Able Bodied Movers, Inc.  
2616 Weaver Street  
Haltom City, Texas 78117  
(817)652-0088\*\*\* (972)680-4433

September 29, 2005

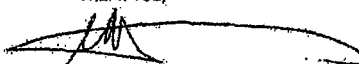
Nathan Handberry  
382 S. Lincoln Street  
Denver, CO 80209

Thank you for submitting the information to your claim, it has been received and reviewed. We are offering you a settlement in the amount of \$ 45.00, in which covers on an average weight of \$.60 per pound per item. Please sign this form below and return to our office and we will issue you a check.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing to claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the TxDOT'S Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TxDOT within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Thank You,

  
Mark Moreno  
Claims Manager

D.O.T.  
# 0005374738

**ACCENT MOVERS, INC.**  
2816 WEAVER • HALTOM CITY, TX 76117

817-834-5377  
972-264-7767

**HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES**

**(D) SECTION 1 - GENERAL PROVISIONS**

- (A) For the purposes of this contract, the following terms will apply:  
(1) Household goods carrier: the carrier (individual or company) contracted to transport a shipment of household goods.  
(2) Shipper: the owner of the household goods shipment or his representative.  
(3) Changes to the moving services contract are not valid unless agreed to in writing by the household goods carrier and the shipper.  
(4) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.  
(5) Moving services contracts must comply with all other applicable laws of the State of Texas.
- (E) SECTION 2 - CARRIER LIABILITY PROVISIONS**  
(A) The household goods carrier is liable for any loss or damage to the shipment, except as stated in subparagraphs (B), (C), and (D).  
(B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, delays in the shipment, a riot, a strike, or the act or default of the shipper.  
(C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.  
(D) **SECTION 3 - CLAIM PROVISIONS**  
(A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.  
(B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.  
(C) **SECTION 4 - PAYMENT PROVISIONS.** The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.  
(D) **SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.**  
(A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.  
(B) The cost of such storage is the responsibility of the shipper.  
(C) A shipment of household goods placed in storage is subject to loss, damage, theft, and other lawful claims.  
(D) A household goods carrier must notify the shipper of the storage of household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.  
(E) If the shipper refuses to accept or does not claim the household goods within 180 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed by Transportation Code, Chapter 6.  
(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.  
(G) The moving services contract does not prohibit the sale of the goods under any other lawful manner in the manner set out in the contract cannot be reasonable contemplated.

**MOVING GUIDELINES**

- It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
- It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
- All boxes to be packed will be taped and sealed top and bottom.
- Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
- Washing machine and refrigerator water connections are the responsibility of the customer.
- If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
- It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

**CARRIER'S LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier shipper agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature ☒

Driver Signature ☒

Customer Name: <u>Mr. &amp; Mrs. J. &amp; K. Smith</u>	<input checked="" type="checkbox"/> Called 800 Number <input type="checkbox"/> Called Office	Move Price: <u>\$1,200.00</u>
Current Phone: <u>817-456-7890</u>	Total: _____	Time: <u>8:00 AM</u> Date: <u>10/15/99</u>
Cell: _____ Pager: _____	Payment must be made in the form of: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time: _____ Stop Time: _____
Bus. Please: <u>Mr. &amp; Mrs. J. &amp; K. Smith</u>	Card #: _____ Exp. Date: _____ Auth. #: _____	I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Customer Signature <input checked="" type="checkbox"/>	Customer Signature <input checked="" type="checkbox"/>

**QTY: LIVING ROOM**  
\_\_\_\_ 3-CUSHION SOFA  
\_\_\_\_ 2-CUSHION SOFA  
\_\_\_\_ HIDE-A-BED  
\_\_\_\_ FUTON  
\_\_\_\_ TABLE: COFFEE, SOFA, END  
\_\_\_\_ OVERSTUFFED CHR., ARM OR RECLINER  
\_\_\_\_ BIG SCREEN T.V. \_\_\_\_\_ INCH  
\_\_\_\_ ENTERTAINMENT CENTER  
\_\_\_\_ PORTABLE T.V. \_\_\_\_\_ T.V. STAND  
\_\_\_\_ STEREO / V.C.R. / COMP. COMPONENTS  
\_\_\_\_ BOOKCASE OR WALL UNIT  
\_\_\_\_ FOOT STOOL OR OTTOMAN  
\_\_\_\_ LAMPS / PICTURES  
\_\_\_\_ AREA RUG  
\_\_\_\_ OFFICE  
\_\_\_\_ DESK: OFFICE, SEC., EXE. ROLL TOP  
\_\_\_\_ DESK: WRITING, RETURN  
\_\_\_\_ DESK CHAIR  
\_\_\_\_ FILE CAB.: 2-DRAWER  
\_\_\_\_ FILE CAB.: 4-DRAWER

**BED ROOM**  
\_\_\_\_ BED: WATER, DAY, BUNK, BRIDGE  
\_\_\_\_ WE DISASSEMBLE: YES \_\_\_\_\_ NO  
\_\_\_\_ BED: KING SIZE  
\_\_\_\_ BED: SINGLE, DOUBLE, QUEEN SIZE  
\_\_\_\_ NIGHT STAND  
\_\_\_\_ MIRROR  
\_\_\_\_ DRESSER, CHEST OF DRAWERS  
\_\_\_\_ ARMOIRE  
\_\_\_\_ VANITY DRESSER  
\_\_\_\_ FOOT LOCKER, CEDAR CHEST, TRUNK  
\_\_\_\_ CLOTHES (MEASURED IN LINEAR FEET)  
\_\_\_\_ NURSERY ITEMS: CRIB, CHANGING TABLE  
\_\_\_\_ WE DISASSEMBLE: YES \_\_\_\_\_ NO  
\_\_\_\_ DRESSING ROOM  
\_\_\_\_ CHINA CABINET  
\_\_\_\_ BUFFET  
\_\_\_\_ DINING TABLE  
\_\_\_\_ BAR STOOL / BREAKING CHAIR  
\_\_\_\_ CUPBO CABINET / BAKER'S RACK / ETAGERE  
\_\_\_\_ KITCHEN

\_\_\_\_ BOXES, ONE PERSON CARRY  
\_\_\_\_ BOXES, TWO PERSONS CARRY  
\_\_\_\_ SEWING MACHINE  
\_\_\_\_ IRONING BOARD / VACUUM CLEANER  
\_\_\_\_ PLANTS / PLANT STAND  
\_\_\_\_ AQUARIUM \_\_\_\_\_ GAL.  
\_\_\_\_ PIANO, ORGAN  
\_\_\_\_ GARDEN EQUIPMENT / TOOLS  
\_\_\_\_ LAWN MOWER, FERTILIZER, SPREADER  
\_\_\_\_ PATIO TABLE  
\_\_\_\_ PATIO CHAIRS  
\_\_\_\_ WORK BENCH  
\_\_\_\_ EXERCISE EQUIPMENT:  
\_\_\_\_ TREADMILL, STEPPER, BIKE  
\_\_\_\_ WEIGHT BENCH \_\_\_\_\_ LBS.  
\_\_\_\_ TOOL CHEST  
\_\_\_\_ SHELF UNIT (METAL, ETC.)

I agree to the contract and guidelines above. Transportation charges are due prior to unloading.

Customer Signature X

Card # \_\_\_\_\_  
Exp. Date \_\_\_\_\_ Auth. # \_\_\_\_\_  
DL # \_\_\_\_\_

will do not require an estimated number of hours to complete this proposal.

Customer Signature X

QTY. LIVING ROOM  
\_\_\_\_ 3-CUSHION SOFA  
\_\_\_\_ 2-CUSHION SOFA  
\_\_\_\_ MIDE-A-BED  
\_\_\_\_ PUFER  
\_\_\_\_ TABLE: COFFEE, SOFA, END  
\_\_\_\_ OVERSTUFFED CHR., ARM OR RECLINER  
\_\_\_\_ BIG SCREEN T.V. \_\_\_\_\_ INCH  
\_\_\_\_ ENTERTAINMENT CENTER  
\_\_\_\_ PORTABLE T.V. \_\_\_\_\_ T.V. STAND  
\_\_\_\_ STEREO / V.C.R. / COMP. COMPONENTS  
\_\_\_\_ BOOKCASE OR WALL UNIT  
\_\_\_\_ FOOT STOOL OR OTTOMAN  
\_\_\_\_ LAMP / PICTURE  
\_\_\_\_ AREA RUG  
\_\_\_\_ OFFICE  
\_\_\_\_ DESK: OFFICE, BIC, EKE, ROLL-TOP  
\_\_\_\_ DESK: HYDRA, RETURN  
\_\_\_\_ DESK CHAIR  
\_\_\_\_ FILE CAB: 2-DRAWER  
\_\_\_\_ FILE CAB: 4-DRAWER  
\_\_\_\_ FILE CAB: 2-DWR. LAT.  
\_\_\_\_ FILE CAB: 4-DWR. LAT.  
\_\_\_\_ TABLE: FOLDING \_\_\_\_\_ FT.  
\_\_\_\_ TABLE: CONF. \_\_\_\_\_ FT.  
\_\_\_\_ STORAGE CAB., 2-DOOR  
\_\_\_\_ CREDENZA

BED ROOM  
\_\_\_\_ BED: WATER, DAY, BUNK, BRIDGE  
\_\_\_\_ WE DISASSEMBLE: YES \_\_\_\_\_ NO  
\_\_\_\_ BED: KING SIZE  
\_\_\_\_ BED: SINGLE, DOUBLE, QUEEN SIZE  
\_\_\_\_ NIGHT STAND  
\_\_\_\_ MIRROR  
\_\_\_\_ DRESSER, CHEST OR DRAWERS  
\_\_\_\_ ARMCHAIR  
\_\_\_\_ VANITY DRESSER  
\_\_\_\_ FOOT LOCKER, CEDAR CHEST, TRUNK  
\_\_\_\_ CLOTHES (MEASURED IN LINEAR FEET)  
\_\_\_\_ NURSERY ITEMS: CRIB, CHANGING TAB.  
\_\_\_\_ WE DISASSEMBLE: YES \_\_\_\_\_ NO  
\_\_\_\_ DINING ROOM  
\_\_\_\_ CHINA CABINET  
\_\_\_\_ BUFFET  
\_\_\_\_ DINING TABLE  
\_\_\_\_ BAR STOOL / DINING CHAIR  
\_\_\_\_ CURIO CABINET / BAKER'S RACK / ETAGERE  
\_\_\_\_ KITCHEN  
\_\_\_\_ REFRIGERATOR OR FREEZER  
\_\_\_\_ WASHER / DRYER  
\_\_\_\_ MICROWAVE OVEN / STAND  
\_\_\_\_ MISCELLANEOUS  
\_\_\_\_ BAR-B-QUE / GRILL  
\_\_\_\_ BICYCLE

\_\_\_\_ BOXES, ONE PERSON CARRY  
\_\_\_\_ BOXES, TWO PERSONS CARRY  
\_\_\_\_ SEWING MACHINE  
\_\_\_\_ IRONING BOARD / VACUUM CLEANER  
\_\_\_\_ PLANTS / PLANT STAND  
\_\_\_\_ AQUARIUM \_\_\_\_\_ GAL.  
\_\_\_\_ PIANO, ORGAN  
\_\_\_\_ GARDEN EQUIPMENT / TOOLS  
\_\_\_\_ LAWN MOWER, FERTILIZER SPREADER  
\_\_\_\_ PATIO TABLE  
\_\_\_\_ PATIO CHAIRS  
\_\_\_\_ WORK BENCH  
\_\_\_\_ EXERCISE EQUIPMENT  
\_\_\_\_ TREADMILL, STEPPER, BIKE  
\_\_\_\_ WEIGHT BENCH \_\_\_\_\_ LBS.  
\_\_\_\_ TOOL CHEST  
\_\_\_\_ SHELF UNIT (METAL, ETC.)

Any damages occurring on this move should be noted on this contract.

SUB TOTAL \_\_\_\_\_ TP/MISC. \_\_\_\_\_ TOTAL \_\_\_\_\_ Customer Signature [Signature]

This is the maximum dollar amount to be required to pay for the listed services \$ \_\_\_\_\_ Driver Signature [Signature]

CURRENT ADDRESS		2ND STOP		NEW ADDRESS	
Street	Street	Street	Street	Street	Street
Apt. #	Apt. #	Apt. #	Apt. #	Apt. #	Apt. #
City	City	City	City	City	City
State	State	State	State	State	State
Zip Code	Zip Code	Zip Code	Zip Code	Zip Code	Zip Code
Long With	Long With	Long With	Long With	Long With	Long With
Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No
Main Interconnection	Main Interconnection	Main Interconnection	Main Interconnection	Main Interconnection	Main Interconnection

Able Bodied Movers, Inc.  
2816 Weaver Street  
Haltom City, Texas 76117  
(817)662-0068\*\*\* (972)660-4423

November 21, 2005

DeAndre Jackson & Bryan Blackburn  
7451 Vanessa Drive  
Fort Worth, Texas 76112

Thank you for submitting the information to your claim, it has been received and reviewed.

At this time your claim has been denied.

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing to claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the TxDOT'S Motor Carrier Division at 1-800-298-1700. Additionally, a claimant has the right to request mediation from TxDOT within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Thank You,

Mark Morano  
Claims Manager

Able Bodied Movers, Inc.  
2616 Weaver Street  
Haltom City, Texas 76117  
(817)652-0088\*\*\* (972)660-4433

November 21, 2005

DeAndre Jackson & Bryan Blackburn  
7451 Vanessa Drive  
Fort Worth, Texas 76112

7541 Vanessa Dr. 76112

Thank you for submitting the information to your claim, it has been received and reviewed.

At this time your claim has been denied.

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay, or make a firm settlement offer, in writing to claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the TxDOT'S Motor Carrier Division at 1-800-299-1700. Additionally, a claimant has the right to request mediation from TxDOT within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Thank You,

Mark Moreno  
Claims Manager



ABLE BODIED MOVERS  
2616 WEAVER ST.  
HALTOM CITY, TX 76117

DeAndre Jackson  
Bryan Blackburn  
7541 Vanessa Dr  
Fort Worth, TX  
76117

76112-4424 C031

ABLE BODIED MOVERS  
2616 WEAVER ST.  
HALTOM CITY, TX 76117

DeAndre Jackson  
Bryan Blackburn  
7541 Vanessa Dr  
Fort Worth

76112-4424  
NIXIE  
750 D 3  
RETURN TO SENDER  
NO SUCH NUMBER  
UNABLE TO FORWARD  
BC7 76117488418 #1382-00128-22-41

EVIDENCE

ACCENT MOVERS, INC.

ID'S 35342

COMPLAINANT: STAN TAYLOR



101. A household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of war, strikes, riots, or acts of sabotage of the carrier.

102. The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the contents of the goods and the carrier agrees, in writing, to the transportation of those goods.

103. SECTION 5. CLAIM PROVISIONS

(A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, there is no time claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

104. SECTION 6. PAYMENT PROVISIONS: The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

105. SECTION 7. PROVISIONS FOR SHIPMENTS NOT DELIVERED.

(A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.

(B) The cost of such storage is the responsibility of the shipper of the household goods.

(C) A shipment of household goods placed in storage is subject to terms for storage, freight, and other lawful charges.

(D) A household goods carrier must issue written notice of the storage of the household goods to the shipper at each multiple storage to the moving services contract within three days of placing the goods in storage.

(E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may sell, the proceeds of selling the goods at public sale, as provided in Tennessee Code Chapter 6.

(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.

(G) The moving services contract does not prohibit the sale of the goods under any other lawful manner by the method set out in the contract, except by reasonable accommodation.

#### MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and store any loose pieces from furniture that could be lost.
5. Washing machines and refrigerators water connections are the final responsibility of the customer.
6. If leaving protection is required, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: ☒ Binding ☐ Not to Exceed ☐

CARRIERS LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$500 per pound per article unless the carrier shipper agree, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understand, and agree to the terms of the above: Customer Signature X [Signature]

Driver Signature X [Signature]

Customer Name <u>Stanley Taylor</u>	Office <u>1125</u>	Called 800 Number <input type="checkbox"/> Called <input type="checkbox"/>	Move From <u>1100 F Hwy</u>
Current Phone <u>915-293-2779</u>	Total <u>\$1,125</u>	Payment may be made by the form or:	Time <u>8:30</u> Date <u>2/15</u>
Cell <u>915-293-2779</u>	Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Card # _____	Start Time _____ End Time _____
Bus. Phone <u>915-293-2779</u>	Exp. Date _____ Auth. # _____	DL # _____	I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
I agree to the contract and guidelines above. Transportation charges are due prior to loading.			
Customer Signature <u>X</u> <u>[Signature]</u>	Customer Signature <u>X</u> <u>[Signature]</u>		

LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
<u>2</u> 3-CUSHION SOFA	<u>1</u> BED: WATER, DAY, BUNK, BRIDGE	<u>2</u> BOXES, TWO PERSONS CARRY
<u>2</u> 2-CUSHION SOFA	<u>1</u> WE DISASSEMBLE: YES <input type="checkbox"/> NO <input type="checkbox"/>	<u>1</u> SEWING MACHINE
<u>4</u> 1/2" A-BED	<u>1</u> BED: KING SIZE	<u>1</u> IRONING BOARD / VACUUM CLEANER
<u>4</u> RUG	<u>1</u> BED: SINGLE, DOUBLE, QUEEN SIZE	<u>1</u> PLANTS / PLANT STAND
<u>1</u> TABLE: COFFEE, SOFA, END 11/14 CLASS	<u>1</u> NIGHT STAND	<u>1</u> AQUARIUM GAL.
<u>1</u> OVERSTUFFED CHAIR, ARM OR RECLINER	<u>1</u> MIRROR	<u>1</u> PIANO, ORGAN
<u>1</u> BIG SCREEN T.V. INCH	<u>1</u> DRESSER, CHEST OF DRAWERS	<u>1</u> GARDEN EQUIPMENT / TOOLS
<u>1</u> ENTERTAINMENT CENTER	<u>1</u> ANNOIRE	<u>1</u> LAWN MOWER, FERTILIZER, SPREADER
<u>1</u> PORTABLE T.V. T.V. STAND 11	<u>1</u> VANITY DRESSER	<u>1</u> PATIO TABLE
<u>1</u> STEREO / V.C.R. / COMP. COMPONENTS	<u>1</u> FOOT LOCKER, CEDAR CHEST, TRUNK	<u>1</u> PATIO CHAIRS
<u>1</u> BOOKCASE OR WALL UNIT	<u>1</u> CLOTHES (MEASURED IN LINEAR FEET)	<u>1</u> WORK BENCH
<u>1</u> FOOT STOOL OR OTTOMAN	<u>1</u> NURSERY ITEMS: CRIB, CHANGING TABLE	<u>1</u> EXERCISE EQUIPMENT
<u>1</u> LAMPS / PICTURES	<u>1</u> WE DISASSEMBLE: YES <input type="checkbox"/> NO <input type="checkbox"/>	<u>1</u> TREADMILL, STEPPER, BIKE
<u>1</u> AREA RUG	<u>1</u> DINING ROOM	<u>1</u> WEIGHT BENCH LBS.
<u>1</u> OFFICE	<u>1</u> CHINA CABINET	<u>1</u> TOOL CHEST
<u>1</u> DESK: OFFICE, SEC., EXS., ROLL-TOP	<u>1</u> BUFFET	<u>1</u> SHELF UNIT (METAL, ETC.)
<u>1</u> DESK: WRITING, RETURN	<u>1</u> DINING TABLE	<u>1</u> Bed Room
<u>1</u> DESK CHAIR	<u>1</u> BAR STOOL OR DINING CHAIR	<u>1</u> Computer
<u>1</u> FILE CAB.: 2-DRAWER	<u>1</u> CUPID CABINET / BAKER'S RACK / EXAGGER	<u>1</u> Sofa Table
<u>1</u> FILE CAB.: 4-DRAWER	<u>1</u> KITCHEN	<u>1</u> Outdoor Bench
<u>1</u> FILE CAB.: 2-DWR. LAT.	<u>1</u> REFRIGERATOR OR FREEZER	<u>1</u> Misc. Items
<u>1</u> FILE CAB.: 4-DWR. LAT.	<u>1</u> WASHER / DRYER	<u>1</u> Misc. Items
<u>1</u> TABLE: FOLDING FT.	<u>1</u> MICROWAVE OVEN / STAND	<u>1</u> Misc. Items
<u>1</u> TABLE: CONF. FT.	<u>1</u> MISCELLANEOUS	<u>1</u> Misc. Items
<u>1</u> STORAGE CAB., 2-DOOR	<u>1</u> BAR-B-QUE GRILL	<u>1</u> Misc. Items
<u>1</u> CREDENZA	<u>1</u> BICYCLE	<u>1</u> Misc. Items

Any damages occurring on this move should be noted on this contract.

SUB TOTAL <u>\$700.00</u>	TIPS/MISC. <u>125</u>	TOTAL <u>\$825.00</u>	Customer Signature <u>X</u> <u>[Signature]</u>
This is the maximum shipper will be required to pay for the listed services.			Driver Signature <u>X</u> <u>[Signature]</u>

CURRENT ADDRESS	2ND STOP	NEW ADDRESS
Street <u>819 Springfield Dr</u>	Street <u>1113 Vedrae Place</u>	Street <u>Robert White</u>
Apt. # <u>10104</u>	Apt. # <u>10104</u>	Apt. # <u>10104</u>
City <u>Atlanta</u>	City <u>Atlanta</u>	City <u>Atlanta</u>
State <u>GA</u>	State <u>GA</u>	State <u>GA</u>
Zip Code <u>30304</u>	Zip Code <u>30304</u>	Zip Code <u>30304</u>
Main Interceptor <u>Callan Hill</u>	Main Interceptor <u>Callan Hill</u>	Main Interceptor <u>Callan Hill</u>

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FROM: SRWETSCH

FAX NO. 7139745950

Jan 19 2006 11:54AM P1

**Sherry R. Wetsch**  
Attorney at Law

Vcv  
DE  
WE

VIA FAX 512-465-3660 (1page-no cover)  
INVOICE NUMBER TXDOTFY0613

January 19, 2006

RE: INVOICE MEDIATION REQUEST NUMBER 1165  
In the Matter Concerning Stanley Taylor & Accent Movers

Chasiry Vasquez  
TXDOT  
Motor Carrier Division  
125 East 11<sup>th</sup> Street  
Austin, TX 78701-2223

Dear Ms. Vasquez:

This letter constitutes my invoice for this file. Cost is billed at \$90.00 per hour. My payee ID # is 501-86-9735. PO # B442003002675000, NIGP 961-05-50-0506. Vendor # 25018697356-000.

This matter was set for mediation today. The parties appeared. The Carrier did not participate.

1/7/06	1 hour	reviewed file, TE/parties; letters to parties
1/19/06	.75 hour	prepared for & conducted mediation; fax from Consumer; TE/Consumer

1.75 hours @ \$90.00 per hour  
Mileage to and from mediation-none  
Copies/fax/telephone/postage-NO  
TOTAL DUE: \$157.50

Sincerely,

  
Sherry R. Wetsch

Mediation      Arbitration      General ADR Practice  
(281)-558-3503      Fax (281)-558-3489  
P.O. Box 440566      Houston, Texas 77244-0566

38 of 60

EVIDENCE

ACCENT MOVERS, INC.

ID'S 35703

COMPLAINANT: JOE BARNARD

NO SPECIFIC EVIDENCE CONCERNING COMPLAINT, HOWEVER  
EVIDENCE WAS SECURED ON THE FOLLOWING INDIVIDUALS:

- (1) KRISTY JAMISON
- (2) CANDICE WRIGHT
- (3) TINA ROSS

D.O.T.  
# 006574738

**ACCENT MOVERS, INC.**  
2818 WEAVER • HALTOM CITY, TX 78117

817-834-5377  
872-284-7767

**HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES**

**(I) SECTION 1 - GENERAL PROVISIONS**

- (A) For the purposes of this subsection, the following terms will mean:  
(1) Household goods carrier: the motor carrier/mover contracted to transport a shipment of household goods.  
(2) Shipper: the owner of the household goods shipment or his representative.  
(3) Changes to the moving service contract may not valid unless agreed to in writing by the household goods carrier and the shipper.  
(4) Household goods carriers will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.  
(5) Moving services contracts must comply with all other applicable laws of the State of Texas.

**(II) SECTION 2 - CARGO LIABILITY PROVISIONS**

- (A) The household goods carrier is liable for any loss or damage to the shipment, except as stated in subparagraphs (B), (C), and (D).  
(B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, defects in the shipment, a riot, strike, or act or default of the shipper.  
(C) The household goods carrier is not liable for loss or damage caused by dangerous or inflammable goods unless the shipper notified the carrier, in writing, of the nature of the goods and the carrier agreed, in writing, to the transportation of these goods.

**(III) SECTION 3 - CLAIM PROVISIONS**

- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.  
(B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

**(IV) SECTION 4 - PAYMENT PROVISIONS**

- (A) The shipper must pay the freight charges upon delivery unless otherwise provided in writing.

**(V) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED**

- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.  
(B) The cost of such storage is the responsibility of the shipper of the household goods.  
(C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other special charges.  
(D) A household goods carrier must have written notice of the storage of household goods to the shipper or other address shown on the moving services contract within three days of placing the goods in storage.  
(E) If the shipper refuses to accept or does not claim the household goods within 180 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as provided in Texas Transportation Code, Chapter 6.  
(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.  
(G) The moving services contract does not prohibit the sale of the goods under any other lawful means in the method set out in the contract cannot be reasonably accomplished.

**MOVING GUIDELINES**

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the responsibility of the customer.
6. If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electronics and blood contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

**CARRIER'S LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is 60¢ per pound per article unless the carrier/shipper agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charges not indicated for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understand, and agree to the terms of the above: Customer Signature *Christy Jamison*

Driver Signature *Philip R. [unclear]*

Customer Name <i>Christy Jamison</i>	Call # <i>800-Number</i>	CT Called
Current Phone <i>214-490-5338</i>	Total	Move Price <i>235.00 Bk Job</i>
Bus. Phone	Payment may be made in the form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> C. # End <input type="checkbox"/>	Time <i>10:00</i> Date <i>1/18</i>
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Card #	Start Time
Customer Signature <i>Christy Jamison</i>	Exp. Date	Stop Time
	Auth. #	I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
	DI #	Customer Signature <i>Christy Jamison</i>

QTY.	LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
3-CUSHION SOFA	_____	BED: WATER, DAY, HUNG, BRIDGE	BOXES, TWO PERSONS CARRY
2-CUSHION SOFA	_____	WE DISASSEMBLE: <input type="checkbox"/> YES <input type="checkbox"/> NO	SEWING MACHINE
HUGE/BOB	_____	BED: KING SIZE	IRONING BOARD / VACUUM CLEANER
ELTON	_____	BED: SINGLE, DOUBLE, QUEEN SIZE	PLANTS / PLANT STAND
TABLE: COFFEE, SOFA, END	_____	NIGHT STAND	AQUARIUM _____ GAL.
OVERSTUFFED CHR., ARM OR RECLINER	_____	MIRROR	PIANO, ORGAN
OLD SCREEN T.V. _____ INCH	_____	DRESSER, CHEST OF DRAWERS	GARDEN EQUIPMENT / TOOLS
ENTERTAINMENT CENTER	_____	ANTIQUE	LAWN MOWER, FERTILIZER SPREADER
PORTABLE TV _____ T.V. STAND	_____	VARIETY DRESSER	PATIO TABLE
STEREO / V.C.R. / COMP. COMPONENTS	_____	FOOT LOCKER, CROCK CHIEF, TRUNK	PATIO CHAIRS
BOOKCASE OR WALL UNIT	_____	CLOTHES (MEASURED IN L. INCH FEET)	WORK BENCH
FOOT STOOL OR OTTOMAN	_____	MURDERY ITEMS: GUN, C. / KNIFE, TAD.	EXERCISE EQUIPMENT
LAMPS / PICTURES	_____	WE DISASSEMBLE: <input type="checkbox"/> YES <input type="checkbox"/> NO	THESE/ILL. STEPPER, BIKER
AREA RUG	_____	DINING ROOM	WEIGHT BENCH _____ LBS.
DESK: OFFICE, SEC., EXF., ROLL TOP	_____	CHINA CABINET	TOOL CHEST
DESK: WRITING, RETURN	_____	BUFFET	SHOE UNIT (METAL, ETC.)
DESK CHAIR	_____	DINING TABLE	
FILE CAB. 2-DRAWER	_____	BAR STOOL OR DINING CHAIR	
FILE CAB. 4-DRAWER	_____	CURIO CABINET / TV / VHS RACK / ETAGERE	
FILE CAB. 2-DRAW. LAT.	_____	KITCHEN	
FILE CAB. 4-DRAW. LAT.	_____	REFRIGERATOR OR FREEZER	
TABLE: FOLDING _____ FT.	_____	WASHER / DRYER	
TABLE: CONF. _____ FT.	_____	MICROWAVE OR 4-1/2 STAND	
STORAGE CAB. 2 DOOR	_____	MISCELLANEOUS	
CHEROKEE	_____	BAR-B-QUE GRILL	
	_____	BOAT	

400/60

- as scheduled.
- Said 3 men for these
- anyone should restrict the three days of placing the goods in storage.
- goods carrier may begin the process of selling the goods at public sale, as prescribed in Transporta

4. It is understood by both parties that the agent is to be performed at the direction and supervision of the customer.
5. It is company policy that any article that cannot be returned safely by two people will be excluded from the list.
6. All boxes to be moved will be opened and sealed top and bottom.
7. Customer items (remove of valuables from jewelry and boxes and also mail items from jewelry that could be lost).
8. Wearing masks and finger nail water connections are the final responsibility of the customer.
9. If handling of articles is needed, it will be the responsibility of the customer to provide such protective covering.
10. It is understood that the mechanical conditions of electricals and burned contacts are unknown.

**CARRIERS LIABILITY:** A passenger's goods carrier's liability for loss or damage to any shipment is not purposed for which unless the carrier, shipper, agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for driving services and is subject to the terms and conditions on the front and back of this document and any addendums.

Order Signature **X**

QTY.	LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
	3-CUSHION SOFA	BED: WATER, DAY, BUNK, BUNK	BOXES, TWO PERSONS CARRY
	2-CUSHION SOFA	WE DISASSEMBLE: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	SEWING MACHINE
	MILK-A-BED	BED: KING SIZE	IRONING BOARD / VACUUM CLEANER
	FILTON	BED: SINGLE, DOUBLE, QUEEN SIZE	PLANTS / PLANT STAND
	TABLE: COPPER, SOFA, END	NIGHT STAND	AQUARIUM GAL
	OVERSTUFFED CHR., ARM OR RECLINER	MIRROR	PLANT, ORNAN
	RUG, SCHEIN T.V. #K24	DRESSER, CHEST OF DRAWERS	GARDEN EQUIPMENT: TOOLS
	ENTERTAINMENT CENTER	ARMCHAIR	LAWN MOWER, FERTILIZER SPREADER
	PORTABLE T.V. T.V. STAND	VANITY DRESSER	PATIO TABLE
	STEREO: V.C.R. / COMP. COMPONENTS	FOOT LOCKER, CLOAKING CH. 1, BUNK	PATIO CHAIRS
	BOOKCASE OR WALL UNIT	CLOTHES MEASURED IN L. 18" X 28"	WORK BENCH
	FOOT STOOL, OR OTTOMAN	MURPHY BED: CLO. / CLOAKING TAB.	EXERCISE EQUIPMENT
	LAMP / PICTURES	WE DISASSEMBLE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	TREADMILL, STEPPER, BIK
	AREA RUG	DINING ROOM	WEIGH (BENCH) LBS.
	OFFICE	CHINA CABINET	TOOL CHEST
	DESK: OFFICE, SEC., EKE., HALL TOP	BUFFET	SHelf UNIT (METAL, ETC.)
	DESK: WRITING, RETURN	DINING TABLE	
	DESK CHAIR	BAR STOOL OR DINN CHAIR	
	FILE CAB.: 2-DRAWER	CURTAIN CABINET / W. C. BACK / ETAGERE	
	FILE CAB.: 4-DRAWER	KITCHEN	
	FILE CAB.: 3-DRAW. LAT.	REFRIGERATOR OR FREEZER	
	FILE CAB.: 4-DRAW. LAT.	WASHER / DRYER	
	TABLE: FOLDING FT.	MICROWAVE OVEN / STAND	
	TABLE: CONF. FT.	TRISC (TANGUS)	
	STORAGE CAB.: 2-DOOR	BAR-B-QUE O F	
	CREDENZA	BIKCYCLE	

*Any damages occurring on this move should be noted on this contract.*

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D.O.T.  
# 0006374738

# ACCENT MOVERS, INC.

2816 WEAVER • HALTOM CITY, TX 76117

817-834-5377  
872-264-7787

## HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES

### (1) SECTION 1 - GENERAL PROVISIONS

- (A) For the purposes of this contract, the following terms will mean:  
(i) Household goods carrier-the motor carrier/owner contracted to transport a shipment of household goods.  
(ii) Shipper-the owner of the household goods shipment or his representative.  
(iii) Changes to the moving services contract are not valid unless agreed to in writing by the household goods carrier and the shipper.  
(C) Household goods carriers will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.  
(d) Moving services contracts must comply with all other applicable laws of the State of Texas.

### (2) SECTION 2 - CARGO LIABILITY PROVISIONS

- (A) The household goods carrier is liable for any loss or damage to the shipment, except as stated in subparagraphs (B)-(D) and (E).  
(B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, defects in the shipment, or (a) fire, or (b) theft, or (c) act or default of the shipper.  
(C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.

### (3) SECTION 3 - CLAIM PROVISIONS

- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time to delivery has elapsed.  
(B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.  
(C) SECTION 4 - PAYMENT PROVISIONS. The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.  
(D) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.  
(A) A household goods carrier may place a shipment of household goods in storage if the shipper is not available for delivery of the goods as scheduled.  
(B) The cost of such storage is the responsibility of the shipper of the household goods.  
(C) A shipment of household goods placed in storage is subject to fire, fire damage, theft, and other lawful claims.  
(D) A household goods carrier must place written notice of the storage of the household goods to the shipper at each instance shown on the moving services contract within three days of placing the goods in storage.  
(E) If the shipper refuses to accept or does not claim the household goods within 180 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in Texas Code, Chapter 11.  
(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.  
(G) The moving services contract does not prohibit the sale of the goods under any other lawful manner in the judgment and discretion of the carrier.

### MOVING GUIDELINES

- It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
- It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
- All boxes to be moved will be taped and labeled top and bottom.
- Customers must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
- Washing machines and refrigerators: water connections are the responsibility of the customer.
- If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
- It is understood that the mechanical conditions of electronics and boxed appliances are unknown.

Type of Proposal: ☒ Binding ☐ Not to Exceed

CARRIER'S LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$06 per pound per article unless the carrier shipper agree, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature *[Signature]*

Driver Signature *[Signature]*

Customer Name *[Signature]*  
Current Phone *714-275-2815*  
Call *Page*  
Bus. Phone

☒ Called 800 Number ☐ Called Office  
Total  
Payment may be made in the form of:  
Cash ☐ Money Order ☐ Credit Card ☐  
Card #  
Exp. Date *Agit*  
DL #

Move Price *1175.00*  
Time *8-70* Date *3/14*  
Start Time *Stop Time*  
I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.  
Customer Signature *[Signature]*

I agree to the contract and guidelines above. Transportation charges are due prior to unloading.  
Customer Signature *[Signature]*

QTY. LIVING ROOM  
3-CUSHION SOFA  
2-CUSHION SOFA  
HIDE-A-BED  
FUTON  
TABLE: COFFEE, SOFA, END  
OVERSTUFFED CHAIR, ARM OR RECLINER  
BIG SCREEN T.V. INCH  
ENTERTAINMENT CENTER  
PORTABLE T.V. T.V. STAND  
STEREO / V.C.R. / COMP. COMPONENTS  
BOOKCASE OR WALL UNIT  
FOOT STOOL OR OTTOMAN  
CAMPS / PICTURES  
AREA RUG  
OFFICE  
DESK: OFFICE, SEC. EXH., ROLL TOP  
DESK: WRITING, RETURN  
DESK CHAIR  
FILE CAB.: 2-DRAWER  
FILE CAB.: 4-DRAWER  
FILE CAB.: 2-DWR. LAT.  
FILE CAB.: 4-DWR. LAT.  
TABLE: FOLDING FT.  
TABLE: CONF. FT.  
STORAGE CAB.: 2-DOOR  
CREDENZA

BED ROOM  
BED: WATER, DAY, BUNK, BRIDGE  
WE DISASSEMBLE: YES NO  
BED: KING SIZE  
BED: SINGLE, DOUBLE, QUEEN SIZE  
NIGHT STAND  
MIRROR  
DRESSER, CHEST OF DRAWERS  
ARMCHAIR  
VANITY DRESSER  
FOOT LOCKER, CEDAR CHEST, TRUNK  
CLOTHES (MEASURED IN LINEAR FEET)  
NURSERY ITEMS: CRIB, CHANGING-TAB.  
WE DISASSEMBLE: YES NO  
DINING ROOM  
CHINA CABINET  
BUFFET  
DINING TABLE  
BAR STOOL, OR DINING CHAIR  
CURIO CABINET / BAKER'S RACK / ETAGERE  
KITCHEN  
REFRIGERATOR OR FREEZER  
WASHER / DRYER  
MICROWAVE OVEN: STAND  
MISCELLANEOUS  
BAR-B-BQ GRILL  
BICYCLE

BOXES, ONE PERSON CARRY  
BOXES, TWO PERSONS CARRY  
SEWING MACHINE  
IRONING BOARD / VACUUM CLEANER  
PLANTS / PLANT STAND  
AQUARIUM GAL.  
PIANO, ORGAN  
GARDEN EQUIPMENT / TOOLS  
LAWN MOWER, FERTILIZER SPREADER  
PATIO TABLE  
PATIO CHAIRS  
WORK BENCH  
EXERCISE EQUIPMENT  
TREADMILL, WTERPRO, BKE.  
WEIGHT BENCH LBS.  
TOOL CHEST  
SHELF UNIT (METAL, ETC.)

Any damages occurring on this move should be noted on this contract.

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- (C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.
- (3) SECTION 3 - CLAIM PROVISIONS:
- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.
- (4) SECTION 4 - PAYMENT PROVISIONS: The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.
- (5) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED:
- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other lawful charges.
- (D) A household goods carrier must leave written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as practiced in Tennessee law.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful means if the method stated in the contract cannot be reasonably accomplished.

#### MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and dishes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the final responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protection covering.
7. It is understood that the mechanical conditions of electrical and boxed contents are unknown.

Type of Proposal: ☒ Bidding ☐ Not to Exceed ☐

CARRIERS LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier stipulates, in writing, to a greater level of liability.

This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature *[Signature]*

Driver Signature *[Signature]*

Customer Name *[Signature]*

Current Phone *[Signature]*

Cell *[Signature]*

Bus. Phone *[Signature]*

I agree to this contract and guidelines above. Transportation charges are due prior to unloading.

Customer Signature *[Signature]*

☐ Called 800 Number ☐ Called Office

Total *[Signature]*

Payment may be made in this form of:

Cash ☐ Money Order ☐ Credit Card ☐

Card # *[Signature]*

Exp. Date *[Signature]*

DL # *[Signature]*

Moving Price *[Signature]*

Time *[Signature]*

Date *[Signature]*

Start Time *[Signature]*

Stop Time *[Signature]*

I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.

Customer Signature *[Signature]*

QTY. LIVING ROOM

2 CUSHION SOFA

2 CUSHION SOFA

HIDE-A-BED

MATTRESS

TABLE: COMEEL SOFA, END

OVERSTUFFED CHR., ARM OR RECLINER

BIG SCREEN T.V. INCH

ENTERTAINMENT CENTER

PORTABLE T.V. T.V. STAND

STEREO / V.C.R. / COMP. COMPONENTS

BOOKCASE OR WALL UNIT

FOOT STOOL OR OTTOMAN

LAMPS / PICTURES

AREA RUG

OFFICE

DESK: OFFICE, SEC., EXE., HOUL TOP

DESK: WRITING, RETURN

DESK CHAIR

FILE CAB: 2-DRAWER

FILE CAB: 4-DRAWER

FILE CAB: 2-DWR. LAT.

FILE CAB: 4-DWR. LAT.

TABLE: FOLDING FT.

TABLE: CONF. FT.

STORAGE CAB., 2-DOOR

CRENZIA

BED ROOM

BED: WATER, DAY, BUNK, BRIDGE

WE DISASSEMBLE: YES NO

BED: KING SIZE

BED: SINGLE, DOUBLE, QUEEN SIZE

NIGHT STAND

MIRROR

DRESSER, CHEST OF DRAWERS

ARMCHAIR

VANITY DRESSER

FOOT LOCKER, CEDAR CHEST, TRUNK

CLOTHES (MEASURED) IN LINEAR FEET

MURPHY ITEMS: CUPB, CHANGING TAB.

WE DISASSEMBLE: YES NO

DINING ROOM

CHINA CABINET

BUFFET

DINING TABLE

BAR STOOL OR DINING CHAIR

CUBIC CABINET / BAKER'S RACK / STATENS

KITCHEN

REFRIGERATOR OR FREEZER

WASHER / DRYER

MICROWAVE OVEN / STAND

MISCELLANEOUS

BAR-B-QUE GRILL

BICYCLE

BOXES, ONE PERSON CARRY

BOXES, TWO PERSONS CARRY

SEWING MACHINE

IRONING BOARD / VACUUM CLEANER

PLANTS / PLANT STAND

AQUARIUM GAL.

PIANO, ORGAN

GARDEN EQUIPMENT / TOOLS

LAWN MOWER, FERTILIZER SPREADER

PATIO TABLE

PATIO CHAIRS

WORK BENCH

EXERCISE EQUIPMENT

TREADMILL, STEPPER, BIKE

WEIGHT BENCH LBS.

TOOL CHEST

SHELF UNIT (METAL, ETC)

Any damages occurring on this move should be noted on this contract.

SUB TOTAL \$175.00

TIPS/MISC. \$

TOTAL \$175.00

Customer Signature *[Signature]*

This is the maximum shipper will be required to pay for the listed services.

Driver Signature *[Signature]*

CURRENT ADDRESS

732 S. Cedar Bridge

pt. # Public Storage

City Code 70136

Long Walk ☐ Yes ☒ No

Main Interconnection *[Signature]*

2ND STOP

City *[Signature]*

pt. # *[Signature]*

City Code *[Signature]*

Long Walk ☐ Yes ☒ No

Main Interconnection *[Signature]*

NEW ADDRESS

200 Anthony Hills Drive

pt. # 1308

City Code 70136

Long Walk ☐ Yes ☒ No

Main Interconnection *[Signature]*

D.O.T.  
# 0005374738

**ACCENT MOVERS, INC.**  
2818 WEAVER • HALTOM CITY, TX 76117

817-834-5377  
972-264-7767

**HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES**

- (1) **SECTION 1 - GENERAL PROVISIONS**
- (A) For the purposes of this contract, the following terms will mean:
- (i) Household goods carrier: the motor carrier/owner contracted to transport a shipment of household goods.
- (ii) Shipper: the owner of the household goods shipment or his representative.
- (iii) Changes to the moving service contract are not valid unless agreed to in writing by the household goods carrier and the shipper.
- (iv) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.
- (v) Moving services contracts must comply with all other applicable laws of the State of Texas.
- (2) **SECTION 2 - CARGO LIABILITY PROVISIONS**
- (A) The household goods carrier is liable for any loss or damage to the shipment, except as stated in subparagraphs (B), (C), and (D).
- (B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, defects in the shipment, a riot, a strike, or an act or default of the shipper.
- (C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.
- (3) **SECTION 3 - CLAIM PROVISIONS**
- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not shipped.
- (4) **SECTION 4 - PAYMENT PROVISIONS**
- (A) The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.
- (5) **SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED**
- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other lawful charges.
- (D) A household goods carrier must leave written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper returns to accept or does not claim the household goods within 180 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as permitted in Texas Code, Chapter 6.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

**MOVING GUIDELINES**

- It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
- It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
- All boxes to be moved will be taped and sealed top and bottom.
- Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
- Washing machine and refrigerator water connections are the final responsibility of the customer.
- If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
- It is understood that the mechanical condition of electronics and boxed contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

**CARRIER'S LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier/shipper agrees, in writing, to a greater level of liability. This proposal is for the stated items and services only. Additional items and services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the back of this document and any addendums.

I have read, understand, and agree to the terms of the above. Customer Signature: *[Signature]*

Driver Signature: *[Signature]*

Customer Name: *[Signature]*  
Current Phone: *[Signature]*  
Cell: \_\_\_\_\_ Page: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_

☒ Called 800 Number ☐ Called Office  
Total: \_\_\_\_\_  
Payment may be made in the form of:  
Cash ☐ Money Order ☐ Credit Card ☐  
Card #: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ Auth. #: \_\_\_\_\_  
DL #: \_\_\_\_\_

Move Price: *[Signature]*  
Type: *[Signature]* Date: *[Signature]*  
Start Time: \_\_\_\_\_ Stop Time: \_\_\_\_\_

I agree to the contract and guidelines above. Transportation charges are due prior to unloading.

Customer Signature: *[Signature]*

I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.

Customer Signature: *[Signature]*

**QTY. LIVING ROOM**

2-CUSHION SOFA \_\_\_\_\_  
2-CUSHION SOFA \_\_\_\_\_  
HIDE-A-BED \_\_\_\_\_  
FUTON \_\_\_\_\_  
TABLE: COFFEE, SOFA, END \_\_\_\_\_  
OVERSTUFFED CHG., ARM OR RECLINER \_\_\_\_\_  
BIG SCREEN T.V. \_\_\_\_\_ INCH \_\_\_\_\_  
ENTERTAINMENT CENTER \_\_\_\_\_  
PORTABLE T.V. \_\_\_\_\_ T.V. STAND \_\_\_\_\_  
STEREO / V.C.R. / COMP. COMPONENTS \_\_\_\_\_  
BOOKCASE OR WALL UNIT \_\_\_\_\_  
FOOT STOOL OR OTTOMAN \_\_\_\_\_  
LAMP(S) / PICTURE(S) \_\_\_\_\_  
AREA RUG \_\_\_\_\_

**OFFICE**

DESK: OFFICE, SEC. 6X6, ROLL TOP \_\_\_\_\_  
DESK: WRITING, RETURN \_\_\_\_\_  
DESK CHAIR \_\_\_\_\_  
FILE CAB.: 2-DRAWER \_\_\_\_\_  
FILE CAB.: 4-DRAWER \_\_\_\_\_  
FILE CAB.: 2-DWR. LAT. \_\_\_\_\_  
FILE CAB.: 4-DWR. LAT. \_\_\_\_\_  
TABLE: FOLDING \_\_\_\_\_ FT. \_\_\_\_\_  
TABLE: COMP. \_\_\_\_\_ FT. \_\_\_\_\_  
STORAGE CAB.: 2-DOOR \_\_\_\_\_  
CREDENZA \_\_\_\_\_

**BED ROOM**

BED: WATER, DAY, BUNK, BRIDGE \_\_\_\_\_  
WE DISASSEMBLE: YES \_\_\_\_\_ NO \_\_\_\_\_  
BED: KING SIZE \_\_\_\_\_  
BED: SINGLE, DOUBLE, QUEEN SIZE \_\_\_\_\_  
NIGHT STAND \_\_\_\_\_  
MIRROR \_\_\_\_\_  
DRESSER, CHEST OF DRAWERS \_\_\_\_\_  
ARMCHAIR \_\_\_\_\_  
VANITY DRESSER \_\_\_\_\_  
FOOT LOCKER, CLOSET, TRUNK \_\_\_\_\_  
CLOTHES MEASURED IN LINEAR FEET \_\_\_\_\_  
NURSERY ITEMS: CHG., CHANGING TAB. \_\_\_\_\_  
WE DISASSEMBLE: YES \_\_\_\_\_ NO \_\_\_\_\_

**DINING ROOM**

CHINA CABINET \_\_\_\_\_  
BUFFET \_\_\_\_\_  
DINING TABLE \_\_\_\_\_  
BAR STOOL OR DINING CHAIR \_\_\_\_\_  
CURIO CABINET / BAKER'S RACK / ETAGERE \_\_\_\_\_  
KITCHEN

REFRIGERATOR OR FREEZER \_\_\_\_\_  
WASHER / DRYER \_\_\_\_\_  
MICROWAVE OVEN / STAND \_\_\_\_\_  
MISCELLANEOUS \_\_\_\_\_  
BANK-O-QUE OUN. \_\_\_\_\_  
BICYCLE \_\_\_\_\_

BOXES, ONE PERSON CARRY \_\_\_\_\_  
BOXES, TWO PERSONS CARRY \_\_\_\_\_  
SEWING MACHINE \_\_\_\_\_  
IRONING BOARD / VACUUM CLEANER \_\_\_\_\_  
PLANTS / PLANT STAND \_\_\_\_\_  
AQUARIUM \_\_\_\_\_ GAL \_\_\_\_\_  
PANO, CHAIR \_\_\_\_\_  
GARDEN EQUIPMENT / TOOL(S) \_\_\_\_\_  
LAWN MOWER, FERTILIZER SPREADER \_\_\_\_\_  
PATIO TABLE \_\_\_\_\_  
PATIO CHAIRS \_\_\_\_\_  
WORK BENCH \_\_\_\_\_  
EXERCISE EQUIPMENT \_\_\_\_\_  
TREADMILL, STEPPER, BIKE \_\_\_\_\_  
WEIGHT BENCH \_\_\_\_\_ LBS. \_\_\_\_\_  
TOOL CHEST \_\_\_\_\_  
SHELF UNIT (METAL, ETC.) \_\_\_\_\_

Any damages occurring on this move should be noted on this contract.

B.O.F.  
# 000637473B

**ACCENT MOVERS, INC.**  
2818 WEAVER • HALTOM CITY, TX 76117

817-834-5377  
972-264-7767

**HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES**

**SECTION 1 - GENERAL PROVISIONS**

- (A) For the purposes of this contract, the following items will apply:  
(1) Household goods carrier-the motor carrier(s) contracted to transport a shipment of household goods.  
(2) Shipper-the owner of the household goods shipment or his representative.  
(3) Charges to the moving services contract are not valid unless agreed to in writing by the household goods carrier and the shipper.  
(4) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.  
(5) Moving services contract must comply with all other applicable laws of the State of Texas.  
(6) The household goods carrier is liable for any loss or damage to the household goods in accordance with the provisions of the contract, except when the household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, delays in the shipment, a fire, strike, or other act of God or the shipper.  
(7) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of them.  
(8) The household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed.

**SECTION 2 - CLAIM PROVISIONS**

- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.  
(B) A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

**SECTION 3 - PAYMENT PROVISIONS**

- (A) Customer must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.  
(B) SECTION 4 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.  
(1) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods to the shipper.  
(2) The cost of such storage is the responsibility of the shipper at the time of storage, freight, and other involved charges.  
(3) A shipment of household goods placed in storage is subject to the storage, freight, and other involved charges.  
(4) A household goods carrier must notify the shipper of the storage of the household goods to the shipper at each stage of the storage, freight, and other involved charges, within three days of the storage of the goods in storage.  
(5) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may treat the goods as public goods as prescribed in Transportation Code, Chapter 6.  
(6) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.  
(7) The moving services contract does not prohibit the sale of the goods under any other lawful manner in the event of a public sale in that contract cannot be reasonable accounting.

**MOVING GUIDELINES**

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved solely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical condition of electronics and boxed contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

**CARRIER'S LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier shipper agrees in writing to a greater limit of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature *[Signature]*

Driver Signature *[Signature]*

Customer Name <i>Line Ross</i>	<input type="checkbox"/> Called 800 Number <input type="checkbox"/> Office	Move Price <i>179.00</i>
Customer Phone <i>817-334-7903</i>	Total <i>179.00</i>	Time <i>12:00</i> Date <i>7/12</i>
Cell <i>817-407-3648</i>	Payment may be made in the form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time <i>12:00</i> Stop Time <i>1:00</i>
Bus. Phone <i>817-407-3648</i>	Card # <i>1234 5678 9010 1111</i>	I agree to accept this proposal with previously rate quote and do not require an estimated number of hours to complete this proposal.
I agree to the contract and guidelines above. Transportation charges are due upon unloading.	Exp. Date <i>7/12</i> Auth. # <i>1234</i>	Customer Signature <i>[Signature]</i>
Customer Signature <i>[Signature]</i>	DL # <i>1234</i>	

QTY.	LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
1	3-CUSHION SOFA	BED: WATER, DAY, BUNK, BRIDGE	BOXES, TWO PERSONS CARRY
1	2-CUSHION SOFA	VS DISASSEMBLE: YES NO	SEWING MACHINE
1	INCH-A-BED	BED: KING SIZE	IRONING BOARD / VACUUM CLEANER
1	FUTON	BED: SINGLE, DOUBLE, QUEEN SIZE	PLANTS / PLANT STAND
1	TABLE: COFFEE, SOFA, END	NIGHT STAND	AQUARIUM
1	OVERSTUFFER CHIL. ARM OR RECLINER	WALKIN	PIANO, ORGAN
1	BK. SCREEN T.V. INCH	DRESSER, CHEST OF DRAWERS	GARDEN EQUIPMENT / TOOLS
1	ENTERTAINMENT CENTER	ARMoire	LAWN MOWER, FERTILIZER SPREADER
1	PORTABLE T.V. TV STAND	VAULTY DRESSER	PATIO TABLE
1	STEREO / V.C.R. / COMP. COMPONENTS	FOOT LOCKER, CLOSET CHEST, TRUNK	PATIO CHAIR
1	BOOKCASE OR WALL UNIT	CLOTHES (MEASURED IN LINEAR FEET)	WORK BENCH
1	FOOT STOOL OR OTTOMAN	NURSERY ITEMS: CRIB, CHANGING TAB.	EXERCISE EQUIPMENT
1	LAMPS / PICTURES	VS DISASSEMBLE: YES NO	TREADMILL, STEPPER, BIKE
1	AREA RUG	DINING ROOM	WEIGHT BENCH
1	DESK, OFFICE SEC. EXE. ROLL TOP	CHINA CABINET	TOOL CHEST
1	DESK CHAIR	BUFFET	SHED UNIT (METAL, ETC.)
1	DESK CHAIR	DINING TABLE	
1	FILE CAB. 2-DRAWER	BAR STOOL OR DINING CHAIR	
1	FILE CAB. 4-DRAWER	CURIO CABINET / BAKER'S RACK / ETAGERE	
1	FILE CAB. 2-DWR. LAT.	KITCHEN	
1	FILE CAB. 4-DWR. LAT.	REFRIGERATOR OR FREEZER	
1	TABLE: FOLDING FT.	WASHER / DRYER	
1	TABLE: CONF. FT.	MICROWAVE OVEN / STAND	
1	STORAGE CAB. 2-DOOR	MICELLANEOUS	
1	CHROENZA	BAR-B-QUE GRILL	
		BICYCLE	

(10) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil insurrection, defects in the shipment, a riot, a strike, or an act of sabotage.

(11) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.

(12) SECTION 3 - CLAIM PROVISIONS:

(A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. If items of value are made delivery, their written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.

(B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(13) SECTION 4 - PAYMENT PROVISIONS. The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

(14) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.

(A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.

(B) The cost of such storage is the responsibility of the shipper of the household goods.

(C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other lawful charges.

(D) A household goods carrier must leave written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.

(E) If the shipper refuses to accept or does not claim the household goods within 180 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale as provided in the Uniform Code, Chapter 6.

(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.

(G) The moving services contract does not prohibit the sale of the goods under any other lawful manner in the method set out in the contract except on reasonable compensation.

#### MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from this list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and place any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the final responsibility of the customer.
6. If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical condition of electronics and boxed contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

CARRIER'S LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier agrees in writing to a greater limit of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature *[Signature]*

Driver Signature *[Signature]*

Customer Name: <i>Lincoln Lass</i>	Call or 800 Number <input type="checkbox"/> Called <input type="checkbox"/>	Office: <i>171007</i>
Current Phone: <i>811-330-8883</i>	Total: <i>171007</i>	Move Date: <i>171007</i>
Cell: <i>811-330-8883</i>	Payment may be made in the form of:	Time: <i>171007</i>
Bus. Phone: <i>811-407-3048</i>	Cash <input checked="" type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time: <i>171007</i>
I agree to the contract and guidelines above. Transportation charges are due upon unloading.	Card #: <i>171007</i>	Stop Time: <i>171007</i>
Customer Signature: <i>[Signature]</i>	Exp. Date: <i>171007</i>	I agree to accept this proposal with an hourly rate and do not require an estimated number of hours to complete this proposal.
	Auth. #: <i>171007</i>	Customer Signature: <i>[Signature]</i>
	DL #: <i>171007</i>	

QTY.	LIVING ROOM	BED ROOM	BOXES, ONE PERSON CARRY
1	3-CUSHION SOFA	BED: WATER, DAY, BUNK, BRIDGE	BOXES, TWO PERSONS CARRY
1	2-CUSHION SOFA	WE DISASSEMBLE: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SEWING MACHINE
1	HIDE-A-BED	BED: KING SIZE	IRONING BOARD / VACUUM CLEANER
1	PUTTON	BED: SINGLE, DOUBLE, QUEEN SIZE	PLANTS / PLANT STAND
1	TABLE: COFFEE, SOFA, END	NIGHT STAND	AQUARIUM
1	OVERSTUFFED CHAIR, ARM OR RECLINER	MIRROR	PIANO, ORGANO
1	DIG SCREEN T.V. INCH	WARDROBE, CHEST OF DRAWERS	GARDEN EQUIPMENT / TOOLS
1	ENTERTAINMENT CENTER	ARMCHAIR	LAWN MOWER, FERTILIZER, SPRINKLER
1	PORTABLE T.V.	VANITY DRESSER	PATIO TABLE
1	STEREO / V.C.R. / COMP. COMPONENTS	FOOT LOCKER, CLOSET, TRUNK	PATIO CHAIRS
1	BOOKCASE OR WALL UNIT	CLOTHES (MEASURED IN LINEAR FEET)	WORK BENCH
1	FOOT STOOL OR OTTOMAN	MISCELLANEOUS: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	EXERCISE EQUIPMENT
1	LAMPS / PICTURES	DINING ROOM	TRADITIONAL STEVEN, BIK
1	AREA RUG	CHINA CABINET	WEIGHT BENCH
1	OFFICE	BUFFET	TOOL CHEST
1	DESK, OFFICE, REC. EXE., HOLIDAY	DINING TABLE	SHED UNIT (METAL, ETC.)
1	DESK CHAIR	BAR STOOL OR DINING CHAIR	<i>Drawing Table</i>
1	FILE CAB.: 2-DRAWER	CURIO CABINET / BAKER'S RACK / STAGE	<i>1 Writing Desk</i>
1	FILE CAB.: 4-DRAWER	KITCHEN	<i>1 Bed Study Desk</i>
1	FILE CAB.: 2-DWR. LAT.	REFRIGERATOR OR FREEZER	
1	FILE CAB.: 4-DWR. LAT.	WASHER / DRYER	
1	TABLE: FOLDING FT.	MICROWAVE OVEN / STAND	
1	TABLE: CONF. FT.	MISCELLANEOUS	
1	STORAGE CAB.: 2-DOOR	BAR-B-QUE GRILL	
1	CRENZIA	BICYCLE	

Any damages occurring on this move should be noted on this contract.

SUB TOTAL	TIPS/MISC.	TOTAL	Customer Signature <i>[Signature]</i>
		<i>171007</i>	Driver Signature <i>[Signature]</i>
This is the maximum shipper will be required to pay for the listed services.			

CURRENT ADDRESS	2ND STOP	NEW ADDRESS
Street: <i>7804 Roke Point</i>	Street: <i>1430 Warren</i>	Street: <i>1430 Warren</i>
Apt. #: <i>70113</i>	Apt. #: <i>70113</i>	Apt. #: <i>70113</i>
City: <i>Long Walk</i>	City: <i>Long Walk</i>	City: <i>Long Walk</i>
State: <i>CT</i>	State: <i>CT</i>	State: <i>CT</i>
Zip Code: <i>06106</i>	Zip Code: <i>06106</i>	Zip Code: <i>06106</i>
Main Intersection: <i>St. Mark</i>	Main Intersection: <i>St. Mark</i>	Main Intersection: <i>St. Mark</i>

- 10) THE HOUSEHOLD GOODS CARRIER IS NOT RESPONSIBLE FOR LOSS, DAMAGE, OR DELAY DUE TO ACTS OF GOD, ACTS OF CIVIL AUTHORITIES, DEFECTS IN THE SHIPMENT, Ariot, B-STICK, OR DEFECTS OF THE SHIPPER.
- 11) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.
- 12) SECTION 3 - CLAIM PROVISIONS
- 13) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- 14) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to its final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.
- 15) SECTION 4 - PAYMENT PROVISIONS. The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.
- 16) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED.
- 17) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- 18) The cost of such storage is the responsibility of the shipper of the household goods.
- 19) A shipment of household goods placed in storage is subject to loss for storage, freight, and other lawful charges.
- 20) A household goods carrier must leave written notice of the storage of the household goods in the shipper at each address where the shipper is not available for delivery of the household goods.
- 21) If the shipper refuses to accept or does not claim the household goods within 35 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale as prescribed in Tennessee Code, Chapter 6.
- 22) A household goods carrier must give written notice of the public sale to the shipper at each address where the moving services contract.
- 23) The moving services contract does not prohibit the sale of the goods under any other lawful manner in the method set out in the contract unless the carrier can show a reasonable explanation.

#### MOVING GUIDELINES

- It is understood by both parties that this move is to be performed at the direction and supervision of the customer.
- It is company policy that any article that cannot be moved safely by two people will be excluded from this list.
- All boxes to be moved will be taped and sealed top and bottom.
- Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
- Washing machines and refrigerator water connections are the responsibility of the customer.
- If disassembly is needed, it will be the responsibility of the customer to provide such protective covering.
- It is understood that the mechanical condition of electronic and board contents are unknown.

Type of Proposal: Binding ☒ Not to Exceed ☐

CARRIER LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$0.60 per pound per article unless the carrier agrees in writing to a greater limit of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature ☒

Driver Signature ☒

Customer Name <u>Tim L. Loe</u>	<input type="checkbox"/> Called 800 Number <input type="checkbox"/> Called Office	Move Price <u>1700.00</u>
Current Phone <u>817-336-2813</u>	Town <u>Fort Worth</u>	Time <u>12:00</u> Day <u>12</u>
Cell <u>817-336-2813</u>	Payment may be made in the form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Debit Card <input type="checkbox"/>	Start Time <u>12:00</u> Stop Time <u>12:00</u>
Bus. Phone <u>817-407-3048</u>	Order # <u>11-11-11</u>	I agree to accept this proposal with an hourly rate/mile and do not require an estimated number of hours to complete this proposal.
I agree to the contract and guidelines above. Transportation charges are subject to including.	Exp. Date <u>11-11-11</u> Auth. # <u>11-11-11</u>	Customer Signature <input checked="" type="checkbox"/>
Customer Signature <input checked="" type="checkbox"/>	DL # <u>11-11-11</u>	

QTY.	LIVING ROOM	BED ROOM	10 BOXES: ONE PERSON CARRY
1	3-CUSHION SOFA	1	BOXER, TWO PERSONS CARRY
1	2-CUSHION SOFA	1	SEWING MACHINE
1	WIDE-A-BED	1	IRONING BOARD / VACUUM CLEANER
1	FUTON	1	PLANTS / PLANT STAND
1	TABLE: COFFEE, SOFA, END	1	ADAMANTIA GAL.
1	OVERSTUFFED CHAIR, ARM OR RECLINER	1	PIANO, ORGAN
1	BIG SCREEN T.V., INCH	1	GARDEN EQUIPMENT / TOOLS
1	ENTERTAINMENT CENTER	1	LAWN MOWER, FERTILIZER, SPREADER
1	PORTABLE T.V., T.V. STAND	1	PATIO TABLE
1	STEREO / V.C.R. / COMP. COMPONENTS	1	PATIO CHAIRS
1	BOOKCASE OR WALL UNIT	1	WORK BENCH
1	FOOT STOOL OR OTTOMAN	1	EXERCISE EQUIPMENT
1	LAMPS / PICTURES	1	TREADMILL, STRYPER, BIE
1	AREA RUG	1	WEIGHT BENCH, LPS
1	OFFICE	1	TOOL CHEST
1	DESK, OFFICE, SEC. EXE., ROLLTOP	1	SHED UNIT (METAL, ETC.)
1	DESK, OFFICE, RETURN	1	
1	DESK CHAIR	1	
1	FILE CAB.: 2-DRAWER	1	
1	FILE CAB.: 4-DRAWER	1	
1	FILE CAB.: 2-DRAW. LAT.	1	
1	FILE CAB.: 4-DRAW. LAT.	1	
1	TABLE: FOLDING, FT.	1	
1	TABLE: CONF., FT.	1	
1	STORAGE CAB., 2-DOOR	1	
1	CHIBENZA	1	
1	WATER, DAY, BUNK, BRIDGE	1	
1	WE KNEASERMOLE: YES NO	1	
1	DECK KING SIZE	1	
1	DECK SINGLE, DOUBLE, QUEEN SIZE	1	
1	NIGHT STAND	1	
1	WINDON	1	
1	PROOFER, CHEST OF DRAWERS	1	
1	ARMORE	1	
1	VANITY DRESSER	1	
1	FOOT LOCKER, CEDAR CHEST, TRUNK	1	
1	CLOTHES (MEASURED IN LINEAR FEET)	1	
1	MURDERY ITEMS: CHIR, CHANGING TAB.	1	
1	WE KNEASERMOLE: YES NO	1	
1	DINING ROOM	1	
1	CHINA CABINET	1	
1	BUFFET	1	
1	DINING TABLE	1	
1	BAR STOOL OR DINING CHAIR	1	
1	CUPID CABINET / BAKER'S RACK / STAGERS	1	
1	KITCHEN	1	
1	REFRIGERATOR OR FREEZER	1	
1	WASHER / DRYER	1	
1	MICROWAVE OVEN / STAND	1	
1	MISCELLANEOUS	1	
1	BAR-B-QUE GRILL	1	
1	BIKE	1	

Any damages occurring on this move should be noted on this contract

SUB TOTAL	TIPS/MISC.	TOTAL	Customer Signature <input checked="" type="checkbox"/>
		<u>11-11-11</u>	Driver Signature <input checked="" type="checkbox"/>

This is the maximum shipper will be required to pay for the listed services:

CURRENT ADDRESS	2ND STOP	NEW ADDRESS
Address <u>7804 Ashland Court</u>	Address <u>1436 Warren</u>	Address <u>1436 Warren</u>
Appt. # <u>11-11-11</u> Apt. Name <u>11-11-11</u>	Appt. # <u>11-11-11</u> Apt. Name <u>11-11-11</u>	Appt. # <u>11-11-11</u> Apt. Name <u>11-11-11</u>
Zip Code <u>76113</u> State <u>TX</u> Long. Walk <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Zip Code <u>76113</u> State <u>TX</u> Long. Walk <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Zip Code <u>76113</u> State <u>TX</u> Long. Walk <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Main Interconnection <u>11-11-11</u>	Main Interconnection <u>11-11-11</u>	Main Interconnection <u>11-11-11</u>

EVIDENCE

ACCENT MOVERS, INC.

ID'S 35859

COMPLAINANT: WILLIAM WHITWORTH

D.O.T.  
# 000537473B

**ACCENT MOVERS, INC.**  
2818 WEAVER • HALTOM CITY, TX 76117

817-834-5377  
972-284-7767

**HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICES**

*confirmed*

- (1) **SECTION 1 - GENERAL PROVISIONS**
- (A) For the purposes of this contract, the following terms shall mean:
- (i) Household goods carrier: the motor carrier/mover contracted to transport a shipment of household goods.
- (ii) Shipper: the owner of the household goods/shipment or his representative.
- (iii) Changes to the moving contract are not valid unless agreed to in writing by the household goods carrier and the shipper.
- (iv) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, keep machine, property or delay transportation.
- (v) Moving services contract must comply with all other applicable laws of the State of Texas.
- (2) **SECTION 2 - CARGO LIABILITY PROVISIONS:**
- (A) The household goods carrier is liable for any loss or damage to the shipment, except as stated in subparagraphs (B), (C), and (D).
- (B) The household goods carrier is not responsible for loss, damage, or delay that results from acts of God, acts of civil authorities, delays in the shipment, strike, a strike, or an act of sabotage of the shipper.
- (C) The household goods carrier is not liable for loss or damage caused by the shipper or the shipper's agent, in writing, of the nature of the goods and the carrier's agreement, in writing, to the transportation of these goods.
- (3) **SECTION 3 - CLAIM PROVISIONS**
- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.
- (4) **SECTION 4 - PAYMENT PROVISIONS:** The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.
- (5) **SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED:**
- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other lawful charges.
- (D) A household goods carrier must have written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as provided in Transportation Code, Chapter 6.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner for the method set out in the contract contract to reasonable accomplishment.

**MOVING GUIDELINES**

- It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
- It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
- All boxes to be moved will be taped and sealed top and bottom.
- Customer must remove all valuables from furniture and boxes and place any loose pieces from furniture that could be lost.
- Washing machine and refrigerator water connections are the responsibility of the customer.
- If flooring protection is needed, it will be the responsibility of the customer to provide such protective covering.
- It is understood that the mechanical conditions of electronics and boxed contents are unknown.

Type of Proposal: Binding ☐ Not to Exceed ☐

**CARRIER'S LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$0.60 per pound per article unless the carrier/shipper agrees, in writing, to a greater level of liability. This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charge not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understand, and agree to the terms of the above: Customer Signature

*(Signature)*

Driver Signature *X*

Customer Name: <i>Anthony Whitworth</i>	Called 800 Number: <input type="checkbox"/> Called Office: <input type="checkbox"/>	Move Price: <i>447.00 cash</i>
Current Phone: <i>817-219-6510</i>	Total: <i>447.00</i>	Time: <i>8:10 AM</i> Date: <i>10/1/05</i>
Bus. Phone: <i>817-927-9319</i>	Paying may be made in this form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time: <i>8:10 AM</i> Stop Time: <i>1:00 PM</i>
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.		I agree to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
Customer Signature: <i>(Signature)</i>	Card #: <i>123456789</i> Exp. Date: <i>12/31/05</i> Auth. #: <i>123456789</i>	Customer Signature: <i>(Signature)</i>

QTY.	LIVING ROOM	BED ROOM	DINING ROOM	BOXES, ONE PERSON CARRY
1	3-CUSHION SOFA	BED: WATER, DAY, BUNK, BIRCH	CHINA CABINET	BOXES, TWO PERSONS CARRY
1	2-CUSHION SOFA	WE DISASSEMBLE: YES NO	BUFFET	SEWING MACHINE
1	HIDE-A-BED	BED: KING SIZE	DINING TABLE <i>xxxx</i>	IRONING BOARD / VACUUM CLEANER
1	PUFON	BED: SINGLE, DOUBLE, QUEEN SIZE	BAR STOOL OR DINING CHAIR	PLANTS / PLANT STAND
1	TABLE: COFFEE, SOFA, END	NIGHT STAND	CURIO CABINET / BAK. IT'S RACK / ETAGERE	AQUARIUM: GAL.
1	OVERSTUFFED CHR., ARM OR RECLINER	MIRROR	KITCHEN:	PLANT, ORNAMENT
1	BIG SCREEN T.V. INCH	CLOSET, CHEST OF DRAWERS	REFRIGERATOR OR FREEZER	GARDEN EQUIPMENT / TOOLS
1	ENTERTAINMENT CENTER	ARMCHAIR	WASHER / DRYER	LAWN MOWER, FERTILIZER, SPREADER
1	PORTABLE T.V. T.V. STAND	VANITY DRESSER	MICROWAVE OVEN STAND	PATIO TABLE
1	STEREO / V.C.R. / COMP. COMPONENTS	FOOT LOCKER, CEDAR CHEST, TRUNK	MISC. HOUSEHOLD	PATIO CHAIRS
1	BOOKCASE OR WALL UNIT	CLOTHES (MEASURED IN LINEAR FEET)	BAR-B-QUE GRILL	WORK BENCH
1	FOOT STOOL OR OTTOMAN	NURSERY ITEMS: CRIB, CHANGING TAB.	BICYCLE	EXERCISE EQUIPMENT
1	LAMPS / PICTURES	WE DISASSEMBLE: YES NO		TREADMILL, STEPPER, BIKE
1	AREA RUG			WEIGHT BENCH: LBS.
	OFFICE:			TOOL CHEST
	DESK: OFFICE, SFC., EXE., BOIL, TOP			SHIELD UNIT (METAL, ETC.)
	DESK: WRITING, RETURN			<i>1 wicker sofa</i>
	DESK CHAIR			<i>2 chairs</i>
	FILE CAB.: 2-DRAWER			<i>1500 wicker table</i>
	FILE CAB.: 4-DRAWER			<i>2 25-32 TV</i>
	FILE CAB.: 2-DWR.-LAT.			<i>1 6000 watt clock</i>
	FILE CAB.: 4-DWR.-LAT.			
	TABLE: FOLDING FT.			
	TABLE: COMP. FT.			
	STORAGE CAB.: 2-DOOR			
	GREENHOUSE			

Any damages occurring on this move should be noted on this contract.

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- (11) THE HOUSEHOLD GOODS CARRIER IS NOT RESPONSIBLE FOR LOSS, DAMAGE, OR DELAY DUE TO ACTS OF GOD, ACTS OF WAR, RIOTS, OR OTHER UNUSUAL EVENTS, OR ACTS OF A PERSON IN THE SERVICE OF THE CARRIER.
- (12) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the carrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.
- (13) SECTION 3 - CLAIM PROVISIONS
- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has elapsed for shipments that were not delivered.
- (14) SECTION 4 - PAYMENT PROVISIONS: The shipper must pay the freight charges upon delivery, unless the shipper and household goods carrier agree otherwise.
- (15) SECTION 5 - PROVISIONS FOR SHIPMENTS NOT DELIVERED
- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper at the household goods carrier's option.
- (C) A shipment of household goods placed in storage is subject to loss for storage, freight, and other related charges.
- (D) A household goods carrier must furnish written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 10 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed by transportation laws, Chapter 8.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

#### MOVING GUIDELINES

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be unloaded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and also any loose pieces from furniture that could be lost.
5. Washing machine and refrigerator water connections are the final responsibility of the customer.
6. If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical condition of electrical and based contracts are unknown.

Type of Proposal: Binding ☐ Not to Exceed ☐

CARRIER'S LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier agrees, in writing, to a greater level of liability.

This proposal is for the listed items and services only. Additional items and services may result in additional cost. Additional services may result in charges not accounted for on a proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendums.

I have read, understood, and agree to the terms of the above: Customer Signature X Bill Whitman Driver Signature X

Customer Name <u>Cathy Whitman</u>	Called BCO Number <input type="checkbox"/> Office <input type="checkbox"/>	Move Price <u>447.00 CASH</u>
Current Phone <u>812 196 510</u>	Total <u>447.00</u>	Time <u>8:10 AM</u> Date <u>10/1/05</u>
Bus. Phone <u>812 327 4019</u>	Payment to be made in the form of: Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>	Start Time <u>8:10 AM</u> Stop Time <u>10:15 AM</u>
I agree to the contract and guidelines above. Transportation charges are due prior to unloading.	Card # <u>4477</u>	Engine to accept this proposal with an hourly rate quote and do not require an estimated number of hours to complete this proposal.
Customer Signature <u>X Bill Whitman</u>	Exp. Date <u>10/1/05</u>	Customer Signature <u>X Bill Whitman</u>

QTY.	LIVING ROOM	BED ROOM	DINING ROOM	KITCHEN	NEW ADDRESS
1	3-CUSHION SOFA	BED: WATER, DAY, BUNK, BROW	CHINA CABINET	1	1116 Saddle Creek Dr.
1	2-CUSHION SOFA	WE DISASSEMBLE: YES NO	BUFFET	1	Point West
1	MID-A-BED	BED: KING SIZE	DINING TABLE 4x4	1	100 Apt. 10
1	PUTTON	BED: SINGLE, DOUBLE, QUEEN SIZE	BAR STOOL OR DINING CHAIR	1	70116
1	TABLE: COFFEE SOFA, END	NIGHT STAND	CURIO CABINET / BAKING RACK / ETAGERE	1	Stair 12
1	OVERSTUFFED CHR., ARM OR RECLINER	MIRROR	KITCHEN	1	Long Walk
1	BIG SCREEN T.V. INCH	CHIFFONIER OF DRAWERS	REFRIGERATOR OR FREEZER	1	Yes
1	ENTERTAINMENT CENTER	ARMCHAIR	WASHER / DRYER	1	No
1	PORTABLE T.V.	ARMCHAIR	MICROWAVE OVEN	1	Yes
1	STEREO / V.C.R. / COMP. COMPONENTS	POOF LOCKER: CEDAR CHEST, TRUNK	MICROWAVE OVEN	1	Yes
1	BOOKCASE OR WALL UNIT	CLOTHES (MEASURED IN LINEAR FEET)	MICROWAVE OVEN	1	Yes
1	POOF STOOL OR OTTOMAN	NURSERY ITEMS: CRIB, CHANGING TAB.	MICROWAVE OVEN	1	Yes
1	LAMPS / PICTURES	WE DISASSEMBLE: YES NO	MICROWAVE OVEN	1	Yes
1	AREA RUG	DINING ROOM	MICROWAVE OVEN	1	Yes
1	OFFICE	CHINA CABINET	MICROWAVE OVEN	1	Yes
1	DESK: OFFICE SEC., EXE., ROLL TOP	BUFFET	MICROWAVE OVEN	1	Yes
1	DESK: WRITING, RETURN	DINING TABLE 4x4	MICROWAVE OVEN	1	Yes
1	DESK CHAIR	BAR STOOL OR DINING CHAIR	MICROWAVE OVEN	1	Yes
1	FILE CAB: 2-DRAWER	CURIO CABINET / BAKING RACK / ETAGERE	MICROWAVE OVEN	1	Yes
1	FILE CAB: 4-DRAWER	KITCHEN	MICROWAVE OVEN	1	Yes
1	FILE CAB: 2-DWR. LAT.	REFRIGERATOR OR FREEZER	MICROWAVE OVEN	1	Yes
1	FILE CAB: 1-DWR. LAT.	WASHER / DRYER	MICROWAVE OVEN	1	Yes
1	TABLE: FOLDING FT.	MICROWAVE OVEN	MICROWAVE OVEN	1	Yes
1	TABLE: CONF. FT.	MICROWAVE OVEN	MICROWAVE OVEN	1	Yes
1	STORAGE CAB., 2-DOOR	MICROWAVE OVEN	MICROWAVE OVEN	1	Yes
1	CHIBRENA	MICROWAVE OVEN	MICROWAVE OVEN	1	Yes

Any damages occurring on this move should be noted on this contract.

SUB TOTAL	TIP/AMSD	TOTAL	Customer Signature <u>X Bill Whitman</u>
This is the maximum shipper will be required to pay for the listed services:			Driver Signature <u>X</u>
CURRENT ADDRESS	2ND STOP	NEW ADDRESS	
Street <u>506 W. Willingham</u>	Street <u></u>	Street <u>1116 Saddle Creek Dr.</u>	
Apt. # <u></u> Apt. Name <u></u>	Apt. # <u></u> Apt. Name <u></u>	Apt. # <u>100</u> Apt. Name <u>Point West</u>	
Zip Code <u>70023</u> State <u>LA</u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip <u></u> State <u></u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip Code <u>70116</u> State <u>LA</u> Long Walk <input type="checkbox"/> Yes <input type="checkbox"/> No	
Main Intersection <u>Cleburne</u>	Location <u></u>	Main Intersection <u>Fort Worth</u>	

EVIDENCE

ACCENT MOVERS, INC.

ID'S 35891

COMPLAINANT: DENICE YOUNG

D.O.T.  
# 0005974738**ACCENT MOVERS, INC.**  
2818 WEAVER • HALTOM CITY, TX 78117

817-834-5377

972-284-7767

*(Handwritten signature)***HOUSEHOLD GOODS PROPOSAL AND CONTRACT OF MOVING SERVICE****(I) SECTION 1 - GENERAL PROVISIONS**

(A) For the purposes of this proposal, the following terms will mean:

(1) Household goods carrier: the carrier or subcontractor contracted to transport a shipment of household goods.

(2) Shipper: the owner of the household goods shipment or his representative.

(3) Changes to the moving service contract are not valid unless agreed to in writing by the household goods carrier and the shipper.

(C) Household goods carrier will transport shipments with reasonable dispatch. Reasonable dispatch means the transportation of a shipment within the agreed period of time shown on the moving service contract, except when circumstances beyond the carrier's control, such as delays, prevent or delay transportation.

(D) Moving service contracts must comply with all other applicable laws at the time of issue.

**(II) SECTION 2 - CARRIER LIABILITY PROVISIONS**

(A) The household goods carrier is liable for any loss or damage to the shipment, except as limited in subparagraphs (B), (C), and (D).

(B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, strikes for the shipment, a riot, a strike, or an act or default of the shipper.

(C) The household goods carrier is not responsible for loss, damage, or delay due to the nature of the goods, the nature of the goods and the carrier agrees, in writing, to the transportation of them.

**(III) SECTION 3 - CLAIM PROVISIONS**

(A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has elapsed.

(B) A household goods carrier may place a deposit of household goods into storage if the shipper is not available for delivery of the goods as scheduled.

(C) The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.

**(IV) SECTION 4 - PROVISIONS FOR SUPPLEMENTARY PAYMENTS**

(A) The household goods carrier may place a deposit of household goods into storage if the shipper is not available for delivery of the goods as scheduled.

(B) The cost of such services is the responsibility of the shipper of the household goods.

(C) A deposit of household goods placed in storage is subject to loss for storage, theft, and other perils of storage.

(D) A household goods carrier must have written notice of the terms of any household goods contract within three days of placing the goods in storage.

(E) If the shipper refuses to accept or does not claim the household goods within 15 days of a written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as provided in Transportation Code, Chapter 11.

(F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving service contract.

(G) The moving service contract may not prohibit the shipper from any other lawful manner in the method set out in the contract cannot be reasonably accomplished.

**MOVING GUIDELINES**

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be excluded from the list.
3. All boxes to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuable items, jewelry and boxes and place any loose items from furniture that could be lost.
5. Washing machine and refrigerator vent connections are the responsibility of the customer.
6. If flooding protection is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical conditions of electricals and heated contents are unknown.

*\*No checks**278.00 credit card*Type of Proposal: Binding ☐ Not to Exceed ☐**CARRIER LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier, shipper agrees, in writing, to a greater limit of liability. This proposal is for the listed items and services only. Additional items and services may result in additional fees. Additional services may result in charges not mentioned for each proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any attachments.

I have read, understood, and agree to the terms of the contract. Customer Signature *[Signature]*Driver Signature *[Signature]*Customer Name: *Denise Young*Current Phone: *817-293-3364*

Cell: \_\_\_\_\_ Page: \_\_\_\_\_

Home Phone: \_\_\_\_\_

I agree to the terms and conditions above. Transportation charges are due upon loading.

Customer Signature *[Signature]*☐ Called 800 Number

Office

Total

Payment may be made in the form of:

Cash ☐ Money Order ☐ Credit Card ☐

Card #

Exp. Date

Auth. #

D.L. #

☐ Called

Office

Total

Payment may be made in the form of:

Cash ☐ Money Order ☐ Credit Card ☐

Card #

Exp. Date

Auth. #

D.L. #

Move Price: *251.00 CASH*Time: *2-4 pm* Date: *4/30/12*

Start Time

Stop Time

I agree to accept this proposal with my family and to do not require an estimated number of hours to complete the proposal.

Customer Signature *[Signature]*

QTY. LIVING ROOM

2-CLINCH SOFA

2-CLINCH SOFA

1-3-1/2

1-POTON

1-CHAIR: COFFEE, SOFA, END

1-OVERSTUFFED CHAIR, ARM OR RECLINER

1-SCREEN T.V. 18"

1-ENTERTAINMENT CENTER

1-PORTABLE T.V. T.V. STAND

1-STEREO / V.C.R. / COMP. COMPONENTS

1-BOOKCASE OR WALL UNIT

1-FOOT STOOL OR OTTOMAN

1-LAMPS / PICTURES

1-AREA RUG

1-DESK: OFFICE, SEC., EKE., ROLL TOP

1-DESK: WRITING, RETURN

1-DESK CHAIR

1-FILE CAB. 3-DRAWER

1-FILE CAB. 4-DRAWER

1-FILE CAB. 3-DRAW. LAT.

1-FILE CAB. 4-DRAW. LAT.

1-TABLE: FOLDING

1-TABLE: 6-SEATER

1-STORAGE CAB. 3-DOOR

1-BED ROOM

1-BED: WATER, DAY, SLAK, BRIDGE

1-WE CUBASSEMBLY: YES NO

1-BED: KING-SIZE

1-BED: SINGLE, DOUBLE, QUEEN SIZE

1-NIGHT STAND

1-DRESSER, CHEST OF DRAWERS

1-ARMCHAIR

1-VANITY DRESSER

1-FOOT LOCKER, CEDAR CHEST, TRUNK

1-CLOTHES (MEASURED IN LINEAL FEET)

1-NURSERY ITEMS: CRIB, CHANGING TABLE

1-WE CUBASSEMBLY: YES NO

1-OWNING ROOM

1-CHINA CABINET

1-BUFFET

1-DINING TABLE 3/4" x 5'

1-BAR STOOL OR DINING CHAIR

1-QUINIO CABINET / BAKER'S RACK / ETAGERE

1-KITCHEN

1-REFRIGERATOR OR FREEZER

1-WASHER / DRYER

1-MICROWAVE OVEN / STAND

1-MISCELLANEOUS

1-BAR-B-QUE GRILL

25 ROSES, ONE PERSON CARRY

1-BOWLS, TWO PERSONS CARRY

1-IRONING MACHINE

1-IRONING BOARD / VACUUM CLEANER

1-PLANTS / PLANT STAND

1-AQUARIUM

1-PIANO, ORGAN

1-GARDEN EQUIPMENT / TOOLS

1-LAWN MOWER, FERTILIZER, SPREADER

1-PATIO TABLE

1-PATIO CHAIRS

1-WORK BENCH

1-EXERCISE EQUIPMENT

1-TREADMILL, STEPPER, BIKE

1-WEIGHT BENCH

1-TOOL CHEST

1-SHELF UNIT (METAL, ETC.)

1-Computer & monitor

2-25" 32" T.V.

1-File cabinet

1-Step stool

2-Stack cases

1-Alarm. fire extinguisher

D.O.T.  
# 0005374738**ACCENT MOVERS, INC.**

2816 WEAVER • HALTOM CITY, TX 76117

817-834-5377

972-284-7787

*Call/In***HOUSEHOLD GOODS FURNITURE AND CONTRACT OF MOVING SERVICES****SECTION 1 - GENERAL PROVISIONS**

- (1) For the purpose of this agreement, the following terms will mean:
- (a) Household goods carrier for the purpose of this agreement is defined as a person or company who is engaged in the business of transporting household goods.
  - (b) Shipper is the person or company who is engaged in the business of transporting household goods.
  - (c) Consignee is the person or company who is engaged in the business of receiving household goods.
  - (d) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (e) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (f) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (g) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (h) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (i) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (j) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (k) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (l) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (m) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (n) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (o) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (p) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (q) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (r) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (s) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (t) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (u) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (v) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (w) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (x) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (y) Household goods carrier will transport household goods in accordance with the terms of this agreement.
  - (z) Household goods carrier will transport household goods in accordance with the terms of this agreement.

**MOVING GUARANTEES**

1. It is understood by both parties that the move is to be performed at the direction and supervision of the customer.
2. It is company policy that any article that cannot be moved safely by two people will be assisted from the lot.
3. All items to be moved will be taped and sealed top and bottom.
4. Customer must remove all valuables from furniture and boxes and place them in a secure place.
5. Working machine and refrigerator water connections are the responsibility of the customer.
6. If packing material is needed, it will be the responsibility of the customer to provide such protective covering.
7. It is understood that the mechanical condition of electronics and home appliances are unknown.

Type of Proposal: ☒ Binding ☐ Not to Bind

**CARRIER LIABILITY:** A household goods carrier's liability for loss or damage to any shipment is \$100 per pound per article unless the carrier shipper agrees, in writing, to a greater level of liability. This proposal is for the stated items and services only. Additional items and services may result in additional cost. Additional services may result in charges not accounted for on this proposal.

This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any additional documents.

I have read, understood, and agree to the terms of the above: Customer Signature *[Signature]* Driver Signature *[Signature]*

Customer Name: *Denise Young* ☐ Called 800 Number ☐ Called Office ☐ Called

Current Phone: *214 293-5369* Total: *251.00 CASH*

Cell: *Page* Time: *2-4 pm* Date: *9/30/06*

Bus. Phone: *Page* Start Time: *2-4 pm* Stop Time: *2-4 pm*

I agree to the contract and guidelines above. Transportation charges are also subject to change. *[Signature]*

Customer Signature *[Signature]* Fragile to accept this proposal with an hourly rate and do not require an estimated number of hours to complete this proposal. *[Signature]*

QTY. LIVING ROOM

- 2 CUSHION SOFA
- 2 CUSHION SOFA
- 1 NUTON
- 1 TABLE: COUCH, SOFA, END
- 1 OVERSTUFFED CHR. ARM OR RECLINER
- 1 BIG SCREEN T.V. INCH
- 1 ENTERTAINMENT CENTER
- 1 PORTABLE T.V.
- 1 STEREO / V.C.R. / COMP. COMPONENTS
- 1 BOOKCASE OR WALL UNIT
- 1 FOOT STOOL OR OTTOMAN
- 1 LAMPS / PICTURE
- 1 AREA RUG
- 1 DESK: OFFICE REC. DESK, ROLL TOP
- 1 DESK: WRITING, RETURN
- 1 DESK CHAIR
- 1 FILE CAB. 3-DRAWER
- 1 FILE CAB. 4-DRAWER
- 1 FILE CAB. 3-DWR. LAT.
- 1 FILE CAB. 4-DWR. LAT.
- 1 TABLE: 20 LONG FT
- 1 TABLE: 60x40x20
- 1 STORAGE CAB. 2-DOOR

RED ROOM

- 1 BED: WATER, DAY, BUNK, BRIDGE
- 1 W/ DISASSEMBLE: YES NO
- 1 BED: KING SIZE
- 1 BED: SINGLE, DOUBLE, QUEEN SIZE
- 1 NIGHT STAND
- 1 MIRROR
- 1 CLOSET, CLOTHES OF DRAWERS
- 1 ARMCHAIR
- 1 VANITY DRESSER
- 1 FOOT LOCKER, CIGAR CHEST, TRUNK
- 1 CLOTHES HANGING IN LINEN CLOSET
- 1 MURDER: CHAIR, CHANGING TAB.
- 1 W/ DISASSEMBLE: YES NO
- 1 DINING ROOM
- 1 CHINA CABINET
- 1 BUFFET
- 1 DINING TABLE GLASS
- 1 BAR STOOL OR DINING CHAIR
- 1 DINING CABINET / BAKER'S RACK / ETAGERE
- 1 KITCHEN
- 1 REFRIGERATOR OR FREEZER
- 1 WASHER / DRYER
- 1 MICROWAVE OVEN / STAND
- 1 MISCELLANEOUS
- 1 BAR-B-QUE GRILL

25 BOXES, ONE PERSON CARRY

- 1 BOXES, TWO PERSONS CARRY
- 1 SEWING MACHINE
- 1 IRONING BOARD / VACUUM CLEANER
- 1 PLANTS / PLANT STAND
- 1 AQUARIUM
- 1 PIANO, ORGAN
- 1 GARDEN EQUIPMENT / TOOLS
- 1 LAWN MOWER, FERTILIZER SPREADER
- 1 PATIO TABLE
- 1 PATIO CHAIRS
- 1 WORK BENCH
- 1 SKIING EQUIPMENT
- 1 TREADMILL, STEPPER, BIKES
- 1 WEIGHT BENCH
- 1 TOOL CHEST
- 1 SHELF UNIT (METAL, ETC.)
- 1 COMPUTER & MONITOR
- 2 25-152 T.V.
- 1 Ficus tree
- 1 Trip stool
- 2 25x152 CASH
- 1 15x15x15 basket

CREDENZA

DATE

Any damages occurring on this move should be noted on this contract

1 ch. rock  
1 Began Bag  
901

SUB TOTAL

TIP/MISC.

TOTAL

475

Customer Signature

*[Signature]*

This is the maximum shipper will be required to pay for the listed services

Driver Signature

*[Signature]*

CURRENT ADDRESS

OLD HOME

NEW ADDRESS

2323 Field St  
Jefferson  
at North  
End  
Dallas

Street  
Apt. # Apt. Name  
Zip Code  
Main Information

Street WJA  
Apt. # Apt. Name  
Zip Code 75204  
Main Information Dallas



CREDENZA

Any damages occurring on this move should be noted on this contract.

5 Trash Bags  
1 computer

SUB TOTAL \_\_\_\_\_ TIPS/MISC \_\_\_\_\_ TOTAL \_\_\_\_\_

Customer Signature X

This is the maximum amount you will be required to pay for the listed services.

Driver Signature X

CURRENT ADDRESS		NEW ADDRESS	
Street	4114 N. Central	Street	1985 Newport I
Apt. #	Storage	Apt. #	
City	San Antonio	City	
Zip Code	78204	Zip Code	75146
Long Walk	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Long Walk	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Main Interconnection	Dallas	Main Interconnection	Lancaster

IS, INC.  
ST.  
S 76117

PORT WORTH TX 761

13 JAN 2005 PM 2:1



1985? ~~Senior Young~~  
1095 Newport Drive  
Duncanville TX 75116

mark

75116973000





*Account  
Project  
Planned*

12/12/05

Accent Movers  
2616 Weaver  
Hahom City, Tx. 76117

To Whom It May Concern:

Please be advised that this list contains additional items that were damaged in my move on 9/30/05. I was not aware of the damage items until your movers moved me again on 11/23/05. I have included a few pictures of the damage items.

4-Dresser drawer handles & scratch marks on top of dresser- Dresser w/mirror price:  
\$499.99

Total: \$499.99

Moved from: 2323 N Field St #1216, Dallas Tx. To 4114 N Central Expy-Storage USA.

If you have any questions please contact me at 214-293-5364 or 972-218-0007

Thanks,

Denice Young

*Denice Young*  
1985 Newport Dr  
Lancaster, Tx 75146

58 of 60

12/10/05

Accent Movers  
2616 Weaver  
Haltom City, Tx 76117

To Whom It May Concern:

The following list of items were damaged in my move on 9/30/05. I was not aware of the damage items until your movers moved me again on 11/23/05. I have included a few pictures of the damage items.

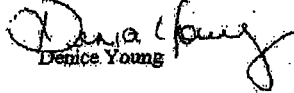
Night stand-\$199.99  
Entertainment Center-\$349.99  
Bar Cart - 2-Glass inserts-\$79.99  
End table-\$99.99  
2-Wood-Poles on king size bed-\$999.99-price of bed  
Computer-\$175.00  
Fireplace equipment-\$49.99

Total:\$1954.94

Moved from: 2323 N Field St #1216, Dallas Tx. To 4114 N Central Expy-Storage USA.

If you have any questions please contact me at 214-293-5364 or 972-218-0007.

Thanks,

  
Denise Young

100

59 of 60

Accent Movers, Inc.  
2616 Weaver St.  
Haltom City, Texas 76117  
817-834-3377 or 972-264-7767

10

Dec. 14, 2005

1985  
pr  
Denise Young  
1095 Newport Dr.  
Lancaster, Tx 75146

Dear Denise,

Your claim has been received and reviewed. Based upon a weight of lbs., we are offering you a settlement price in the amount of \$ 100.00 in which covers .60 per pound per item. Please sign the form below and return to our office at the above address and we will issue you a check.

Household goods carriers have ninety days from the receipt of a claim to pay, decline to pay or make a firm settlement offer in writing to the claimant. Questions or complaints concerning the household goods carrier claim handling should be directed to the TxDOT'S Motor Carrier Division at 800-299-1700.

Additionally, a claimant has the right to request a mediation from TxDot within thirty days (excluding Sundays and Nationally recognized holidays) after any portion of the claim is denied by the carrier, the carrier makes a firm settlement offer that is not acceptable to the claimant, or ninety days has elapsed since the carrier received the claim and the claim has not been resolved.

Please sign here for acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Thank You,

Shane Gibson  
Claims Manager

60 of 60

# ACCENT MOVERS, INC.

SERVICES

LOCAL MOVES

INTERSTATE MOVES

MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

TX DOT# 000537473b  
TxDOT: (800)299-1700

DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

**"OUR BUSINESS IS MOVING"**

**APARTMENTS \* HOMES \* OFFICES**

**LOCAL AND LONG DISTANCE**

**Serving the Metroplex since 1989.**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• FREE IN-HOME ESTIMATES</li> <li>• SAME DAY SERVICE</li> <li>• PIANOS MOVED</li> <li>• TRUCK LOADING AND/OR UNLOADING</li> </ul> | <ul style="list-style-type: none"> <li>• FULL SERVICE MOVING COMPANY</li> <li>• EXPERIENCED PROFESSIONAL PERSONNEL</li> <li>• SUPERIOR PACKING SERVICE</li> <li>• STORAGE AVAILABLE</li> </ul> |
|--|--|

**ASK ABOUT OUR FREE BOXES**

**FREE DISASSEMBLY/ASSEMBLY OF WASHERS\*  
DRYERS \* STANDARD BEDS \* DRESSERS \* MIRRORS**

**Click here for a free estimate**

Web Design by Moving Butler... Carports

4/17/09  
ID 10/5



# ACCENT MOVERS, INC.

SERVICES

LOCAL MOVES

INTERSTATE MOVES

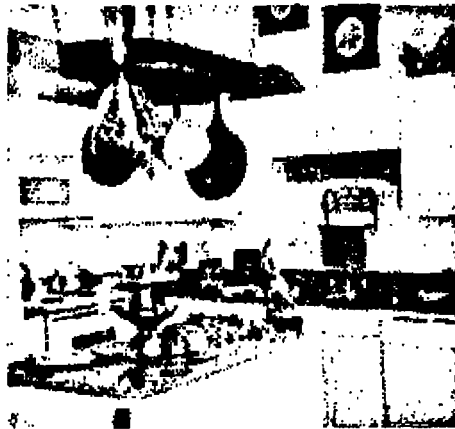
MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3899

## Services



Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Accent strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are locally owned and operated. Accent movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Dissassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

2 of 5

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

3 of 5

**ACCENT**  
MOVERS, INC.

SERVICES

LOCAL MOVES

INTERSTATE MOVES

MOVING TIPS

REQUEST AN ESTIMATE

CONTACT US

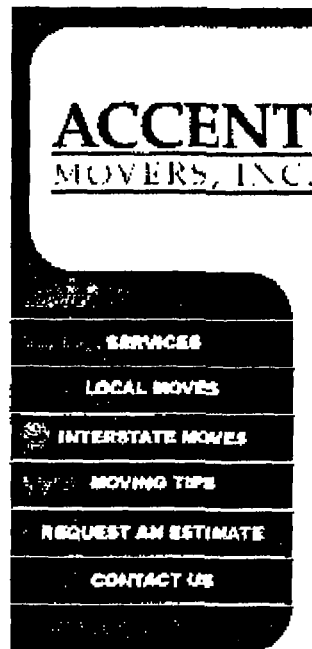
DALLAS: 872.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3699

**Local Moves**

Accent Movers, Inc. specializes in local moves within the DFW metroplex as well as throughout the United States. Our moving teams are courteous, careful and fully qualified to complete your move safely and efficiently. Accent is prepared to offer a guaranteed quote for our moving services based on a itemized list obtained. Please understand that our quotes are based solely on the information provided and a written guarantee is available and encouraged. If you are unable to provide an itemized list of belongings to be moved, our moving consultants may offer an hourly rate. We also offer free in-home estimates to customers within our immediate DFW metroplex area whom are unable to or do not have the time necessary to compile an inventory of items. Upon our visit, the consultant will work with you on how your move will be completed to best suit your particular needs. In addition to the information provided, please be sure to click on "services" to view other services we offer that may pertain to your move. Whether by phone, e-mail, or in-home estimate, our staff and contractors will extend such effort to complete each and every move to total satisfaction.

**Click here for a free estimate**

4 of 5



DALLAS: 972.264.7767 FT WORTH: 817.834.5377 FAX: 817.834.3698

### Interstate Moves

Accent Movers, Inc. is an agent for "The Moving Mob" (mc395098 c). A quote may be obtained by compiling a list which will be translated into weight and then determined by interstate tariffs. We are able to offer guaranteed pickup dates (in most cases) and delivery dates (in most cases). Along with local moving, we are capable of moving as little as one item up to a complete full service move covering 48 states. While planning your move, please make note that flexibility may allow for a considerable discount on your quote.

Submit for a FREE estimate online!

5 of 5



**FEDERAL HIGHWAY ADMINISTRATION  
FORM OP-1**

Approved by OMB

2125-0568

**APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY**

Expires 4/30/01

This application is for all individuals and businesses requesting authority to operate as motor property common or contract carriers or property brokers.

<b>MC</b>	<b>FOR FHWA USE ONLY</b>
Docket No. MC-	<u>395098</u>
Filed	<u>10-23-00</u>
Fee No.	<u>CM331023-A</u>
CC Approval No.	_____

**SECTION I**

**Applicant  
Information**

Do you now have authority from or an application being processed by the former ICC or FHWA? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If yes, identify the lead docket number(s)			
<b>LEGAL BUSINESS NAME</b> Moving Mob, Inc.			
<b>DOING BUSINESS AS NAME</b> <del>Moving Mob, Inc.</del>			
<b>BUSINESS ADDRESS</b> 6401 E. Bradley St., Haltom City, Texas 76117 (817) 834-5377			
Street Name and Number	City	State	Zip Code Telephone Number
<b>MAILING ADDRESS (If different from above)</b> 6401 E. Bradley St., Haltom City, Texas 76117			
Street Name and Number	City	State	Zip Code
<b>REPRESENTATIVE (Person who can respond to inquiries)</b> Shane Gibson, Director Name and title, position, or relationship to applicant			
6401 E. Bradley St., Haltom City, Texas 76117 Street Name and Number			
City		State	Zip Code
Telephone Number (817) 834-5377		FAX Number (817) 834-3699	
U.S. DOT Number (If available; if not, see instructions.) <u>912697</u>			
<b>FORM OF BUSINESS (Check only one.)</b>			
<input checked="" type="checkbox"/> Corporation	State of Incorporation	Texas	
<input type="checkbox"/> Sole Proprietorship	Name of Individual	_____	
<input type="checkbox"/> Partnership	Identify Partners	_____	

**SECTION II**

**Type of Authority**

You must submit a filing fee for each type of authority requested (for each box checked).	
<input checked="" type="checkbox"/>	MOTOR COMMON CARRIER OF PROPERTY (except HOUSEHOLD GOODS)
<input type="checkbox"/>	MOTOR CONTRACT CARRIER OF PROPERTY (except HOUSEHOLD GOODS)
<input checked="" type="checkbox"/>	MOTOR COMMON CARRIER OF HOUSEHOLD GOODS
<input type="checkbox"/>	MOTOR CONTRACT CARRIER OF HOUSEHOLD GOODS
<input type="checkbox"/>	BROKER OF PROPERTY (except HOUSEHOLD GOODS)
<input type="checkbox"/>	BROKER OF HOUSEHOLD GOODS



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6/12/09  
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Oct 13 9 18 AM '00  
U.S. HIGHWAY ADMINISTRATION

## APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY - OP-1 (cont.)

### SECTION III

#### Insurance Information

This section must be completed by ALL motor property carrier applicants. The dollar amounts in parentheses represent the minimum amount of bodily injury and property damage (liability) insurance coverage you must maintain and have on file with the FHWA.

NOTE: Refer to the instructions for information on cargo insurance filing requirements for motor common carriers and surety bond/trust fund agreement filings for property brokers.

- ☒ Will operate vehicles having Gross Vehicle Weight Ratings (GVWR) of 10,000 pounds or more to transport:
- ☒ Non-hazardous commodities (\$750,000).
  - ☐ Hazardous materials referenced in the FHWA's insurance regulations at 49 CFR 1043.2(b)(2)(c) (\$1,000,000).
  - ☐ Hazardous materials referenced in the FHWA's insurance regulations at 49 CFR 1043.2(b)(2)(b) (\$5,000,000).
- ☐ Will operate only vehicles having Gross Vehicle Weight Ratings (GVWR) under 10,000 pounds to transport:
- ☐ Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity of radioactive materials (\$5,000,000).
  - ☐ Commodities other than those listed above (\$300,000).

### SECTION IV

#### Safety Certification (Motor Carrier Applicants Only)

**APPLICANTS SUBJECT TO FEDERAL MOTOR CARRIER SAFETY REGULATIONS** - If you will operate vehicles of more than 10,000 pounds GVWR and are, thus, subject to pertinent portions of the U.S. DOT's Federal Motor Carrier Safety Regulations at 49 CFR, Chapter 3, Subchapter B (Parts 350-399), you must certify as follows:

Applicant has access to and is familiar with all applicable U.S. DOT regulations relating to the safe operation of commercial vehicles and the safe transportation of hazardous materials and it will comply with these regulations. In so certifying, applicant is verifying that, at a minimum, it:

- (1) Has in place a system and an individual responsible for ensuring overall compliance with Federal Motor Carrier Safety Regulations;
- (2) Can produce a copy of the Federal Motor Carrier Safety Regulations and the Hazardous Materials Transportation Regulations;
- (3) Has in place a driver safety training/orientation program;
- (4) Has prepared and maintains an accident register (49 CFR 390.15);
- (5) Is familiar with DOT regulations governing driver qualifications and has in place a system for overseeing driver qualification requirements (49 CFR Part 391);
- (6) Has in place policies and procedures consistent with DOT regulations governing driving and operational safety of motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
- (7) Is familiar with and will have in place on the appropriate effective date, a system for complying with U.S. DOT regulations governing alcohol and controlled substances testing requirements (49 CFR 382 and 49 CFR Part 40).

☒ YES

**EXEMPT APPLICANTS** - If you will operate only small vehicles (GVWR under 10,000 pounds) and will not transport hazardous materials, you are exempt from Federal Motor Carrier Safety Regulations, and must certify as follows:

Applicant is familiar with and will observe general operational safety guidelines, as well as any applicable state and local laws and requirements relating to the safe operation of commercial motor vehicles and the safe transportation of hazardous materials.

☐ YES

**APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY - OP-1 (cont.)**

**SECTION V**

**Affiliations**

**AFFILIATION WITH OTHER FORMER ICC, NOW FHWA-LICENSED ENTITIES.** Disclose any relationship you have or have had with any other FHWA-regulated entity within the past 3 years. For example, this could be through a percentage of stock ownership, a loan, or a management position. If this requirement applies to you, provide the name of the company, MC-number, DOT number, and that company's latest U.S. DOT safety rating. (If you require more space, attach the information to this application form.)

None.

**SECTION VI**

**Household Goods  
Certifications**

**HOUSEHOLD GOODS MOTOR COMMON CARRIER APPLICANTS** must certify as follows: Applicant is fit, willing, and able to provide the specialized services necessary to transport household goods. This assessment of fitness includes applicant's general familiarity with former ICC, now FHWA regulations for household goods movements and also requires an assurance that applicant has or is willing to acquire the protective equipment and trained operators necessary to perform household goods movements and that applicant will offer arbitration as a means of settling loss and damage disputes on collect-on-delivery shipments. The proposed operations will serve a useful public purpose responsive to a public demand or need.

☒ YES

**HOUSEHOLD GOODS MOTOR CONTRACT CARRIER APPLICANTS** must certify as follows:

Applicant is fit, willing, and able to provide the specialized services necessary to transport household goods. This assessment of fitness includes applicant's general familiarity with former ICC, now FHWA regulations for household goods movements and also requires an assurance that applicant has or is willing to acquire the protective equipment and trained operators necessary to perform household goods movements and that applicant will offer arbitration as a means of settling loss and damage disputes on collect-on-delivery shipments. The proposed service will be consistent with the public interest and the transportation policy of 49 U.S.C. 10101.

☐ YES

**HOUSEHOLD GOODS BROKER APPLICANTS** must certify as follows:

Applicant is fit, willing, and able to provide household goods brokerage operations and to comply with all pertinent statutory and regulatory requirements. The involved services will be consistent with the public interest and the transportation policy of 49 U.S.C. 10101.

☐ YES

**NOTE:** Applicant may attach a supporting statement to this application to provide additional information about any of the above certifications. This evidence is optional.

**APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY - OP-1 (cont.)**

**SECTION VII**

**Applicants for  
Contract Carriage  
of Household  
Goods**

**SCOPE OF OPERATING AUTHORITY.** Complete one or both box(es) below, as applicable.

- ☐ Contracting shippers have one or more of the distinct needs delineated in *Interstate Van Lines, Inc., Extension - Household Goods*, 5 I.C.C.2d 168 (1988).

Describe briefly the distinct need(s):

N/A

- ☐ Contracts provide for assignment of one or more vehicles for the exclusive use of each shipper in the manner specified in *Interstate Van Lines, Inc., Extension - Household Goods*, 5 I.C.C.2d 168 (1988).

**SECTION VIII**

**Applicant's  
Oath**

This oath applies to all supplemental filings to this application. The signature must be that of applicant, not legal representative.

I, Shane Gibson, Director, verify under penalty of  
*Name and title*

perjury, under the laws of the United States of America, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to 5 years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. 1621, which provides for fines up to \$2,000 or imprisonment up to 5 years for each offense.

I further certify under penalty of perjury, under the laws of the United States, that I have not been convicted, after September 1, 1989, of any Federal or state offense involving the distribution or possession of a controlled substance, or that if I have been so convicted, I am not ineligible to receive Federal benefits, either by court order or operation of law, under 21 U.S.C. 853a.

Finally, I certify that applicant is not domiciled in Mexico or owned or controlled by persons of that country.

Signature



Date

10-11-00

## APPLICATION FOR MOTOR PROPERTY CARRIER AND BROKER AUTHORITY - OP-1 (cont.)

### Filing Fee Information

All applicants must submit a filing fee for each type of authority requested. The enclosed fee schedule will show the appropriate filing fee. The total amount due is equal to the fee times the number of boxes checked in *Section II*. Fees for multiple authorities may be combined in a single payment.

Total number of boxes checked in *Section II*: 1 x filing fee \$ 300.00 = \$ 300.00

INDICATE AMOUNT \$ 300.00 AND METHOD OF PAYMENT

☒ CHECK or ☐ MONEY ORDER, payable to: Federal Highway Administration

☐ VISA ☐ MASTERCARD

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Fee Policy

- Filing fees must be payable to the Federal Highway Administration, by check drawn upon funds deposited in a bank in the United States or money order payable in U.S. currency or by approved credit card.
- Separate fees are required for each type of authority requested. If applicant requests multiple types of permanent authority on one application form (for example, common and contract carrier authority) or if applicant submits more than one form in the OP-1 Series in a single filing, multiple fees are required. The applicant may submit a single payment for the sum of the applicable fees.
- Filing fees must be sent, along with the original and one copy of the application, to Federal Highway Administration, P. O. Box 100147, Atlanta, GA, 30384-0147. For express mail only: Nationsbank Wholesale Lockbox 100147, 6000 Feldwood Road, 3rd Floor East, College Park, GA 30349. For credit card only: FHWA, Licensing and Insurance Division, Suite 600, 400 Virginia Avenue, S.W., Washington, D.C., 20024.
- After an application is received, the filing fee is not refundable.
- The FHWA reserves the right to discontinue processing any application for which a check is returned because of insufficient funds. The application will not be processed until the fee is paid in full.

**PAPERWORK BURDEN.** It is estimated that an average of 2 burden hours per response are required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to both the Federal Highway Administration, Licensing and Insurance Division, Suite 600, 400 Virginia Avenue, SW, Washington, DC 20024, and to the Office of Management and Budget, Office of Information and Regulatory Affairs (OMB No. 3120-0047), Washington, DC 20403.

**ACUFF GAMBOA & WHITE, L.L.P.**

ATTORNEYS AT LAW  
405 PARK PLAZA BUILDING  
2501 PARKVIEW DRIVE  
FORT WORTH, TEXAS 76102-5816

817/885-8500

FAX  
817/885-8504

October 11, 2000

Via Priority Mail

Federal Highway Administration  
P.O. Box 100147  
Atlanta, GA 30384-0147

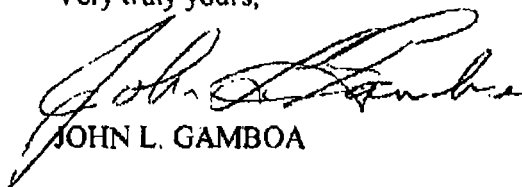
RE: Moving Mob, Inc.; Federal Highway Administration Application for Motor Property  
Carrier Authority (Form OP-1)

Dear Sir/Madam:

Please find enclosed the original and one copy of the application for Moving Mob, Inc. I have also enclosed a check for \$300.00 representing the filing fee. Should you have any questions, or should there be any problems, please notify me accordingly.

Thank you and I respectfully remain

Very truly yours,

  
JOHN L. GAMBOA

JLG\ct  
enclosures

Oct 23 9 18 AM '00  
OFFICE OF THE SECRETARY  
OF HIGHWAY SAFETY



Texas Moving Companies - Phone: (972)660-4433

TxDOT#: 000537471B | TxDOT: (800)299-1700

Home Services Local Moves Interstate Moves

Request  
Estimate

Contact Us

## Home

**Texas Moving Companies - We are the best!**

### Ask about our free services and materials

Boxes | Free Guaranteed Moving Quotes | On-time arrivals and more  
All as a courtesy for you business.

We are a full service moving company of homes, apartments, and offices in the Dallas, Fort Worth area. We will compete with pricing from any other moving company in Dallas or any other Texas moving company. We provide quality full services including truck loading and unloading, shipping to and from any Texas city, and box packing of your house hold goods. Our commitment to our cutomers is to provide the best moving experience possible. The moving teams we use are professionals with a minimum of three years of experience. Pricing is guaranteed prior to shipment and your satisfaction is our ultimate goal, every time. We are one of the most established companies for moving service in Texas. We are a family owned and operated company in Teaxas, and pride ourselves on being the best moving service company in Texas.

### Box Packing Materials and Service

We supply boxes free of charge to anyone moving with our company, with or without our packing service. Our box pack service will be performed by our packing crew a few days prior to your move in most cases. The dedicated packing crews will carefully place your belongings into box packing materials designed for moving, so the job is done right. It is what you should expect from your moving company.

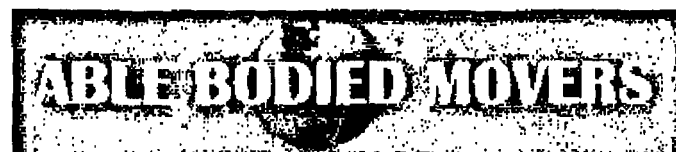
### Large Item Moving

Our full moving service also requires that each moving crew is equipped with a clean well maintained truck each day. Each crew also has all of the moving pads, hand trucks, and dollies necessary to complete the moving of your home safely, in a timely manner. In addition to standard moves, we also have the ability to complete large item moving. We have all of the resources we need to handle your large item shipment. Other large item moving companies in Texas can not beat our low prices and efficiency, even though large item moving may be their primary service business. (Piano's, pool tables and hot tub moving just to name a few.)

**We are a company that is committed to service!**  
**We are your Texas Moving Company!**  
**A Fort Worth Moving company**  
**Texas Moving Crews**



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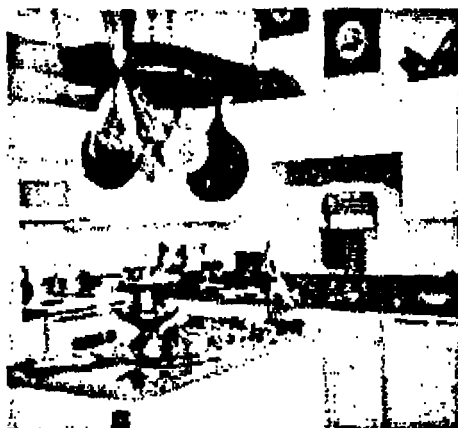


Texas Moving Companies - Full Service  
Moving since 1989

Phone: (972)660-4433 | TxDOT#: 000537471B

Home Services Local Moves Interstate Moves Request Estimate Contact Us

### Services



Able Bodied Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Able Bodied Movers strives on repetitive quality customer satisfaction. We have been in business for over 12 years and are locally owned and operated. Able Bodied Movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Able Bodied Movers is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Disassembly/reassembly
- Single item moves
- Guaranteed quotes (w/list)
- Storage
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- Hoisting

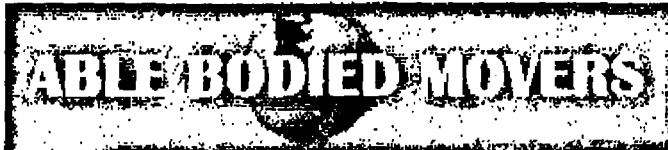
In addition to the standard household furnishings, we are able to move the following:

2 of 6



- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TVs
- vending machines
- electronics
- antiques

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Texas Moving Companies - Full Service  
Moving since 1989

Phone: (972)660-4433 | TxDOT#: 000537471B

Home Services Local Moves Interstate Moves

Request  
Estimate

Contact Us

### Local Moves

Able Bodied Movers, Inc. specializes in local moves within the DFW metroplex as well as throughout the United States. Our moving teams are courteous, careful and fully qualified to complete your move safely and efficiently. Able Bodied Movers is prepared to offer a guaranteed quote for our moving services based on a itemized list obtained. Please understand that our quotes are based solely on the information provided and a written guarantee is available and encouraged. If you are unable to provide an itemized list of belongings to be moved, our moving consultants may offer an hourly rate. We also offer free in-home estimates to customers within our immediate DFW metroplex area whom are unable to or do not have the time necessary to compile an inventory of items. Upon our visit, the consultant will work with you on how your move will be completed to best suit your particular needs. In addition to the information provided, please be sure to click on "services" to view other services we offer that may pertain to your move. Whether by phone, e-mail, or in-home estimate, our staff and contractors will extend such effort to complete each and every move to total satisfaction.

Submit for a FREE estimate online!

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Texas Moving Companies - Full Service  
Moving since 1989

Phone: (972)660-4433 | TxDOT#: 000537471B

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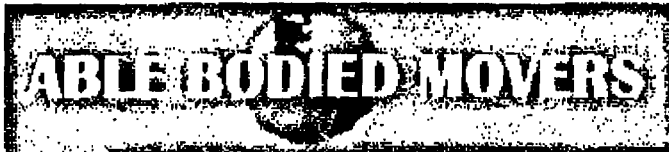
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### Interstate Moves

Able Bodied Movers, Inc. is an agent for "The Moving Mob" (mc395098 c). A quote may be obtained by compiling a list which will be translated into weight and then determined by interstate tariffs. We are able to offer guaranteed pickup dates (in most cases) and delivery dates (in most cases). Along with local moving, we are capable of moving as little as one item up to a complete full service move covering 48 states. While planning your move, please make note that flexibility may allow for a considerable discount on your quote.

Submit for a **FREE** estimate [online!](#)

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Texas Moving Companies - Full Service  
Moving since 1989

Phone: (972)660-4433 | TxDOT#: 000537471B

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### Contact Us

**Our full service facility is located at:**

2616 Weaver Street  
Haltom City, Texas 76117  
just 4/10 mile north of Hwy. 121

Telephone: (972)660-4433

Fax: (817)834-0442

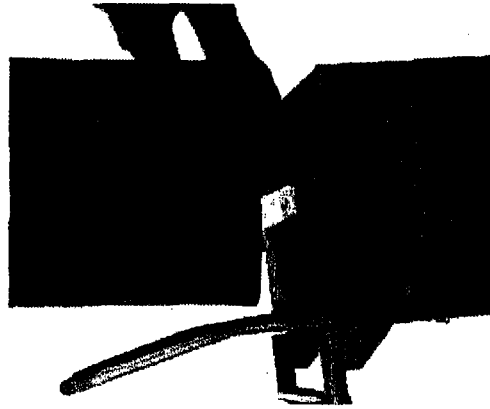
Email: [sales@ablebodiedmovers.com](mailto:sales@ablebodiedmovers.com)

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HOME SERVICES LOCAL MOVES MOVING TIPS REQUEST AN ESTIMATE CONTACT US ABOUT US

## **ACCENT MOVERS, INC.**



TXDOT# 000537473b  
TXDOT. (800)299-1700

### **"OUR BUSINESS IS MOVING"**

APARTMENTS - HOMES - OFFICES

LOCAL AND LONG DISTANCE

Serving the Metroplex since 1989.

- FREE IN-HOME ESTIMATES
- SAME DAY SERVICE
- PIANOS MOVED
- TRUCK LOADING AND/OR UNLOADING

- FULL SERVICE MOVING COMPANY
- EXPERIENCED PROFESSIONAL PERSONNEL
- SUPERIOR PACKING SERVICE

### **ASK ABOUT OUR FREE BOXES**

FREE DISASSEMBLY/ASSEMBLY OF WASHERS - DRYERS  
STANDARD BEDS - DRESSERS - MIRRORS

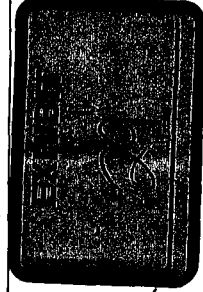
(972)264-7782 (817)834-5377

**Click here for a free estimate**

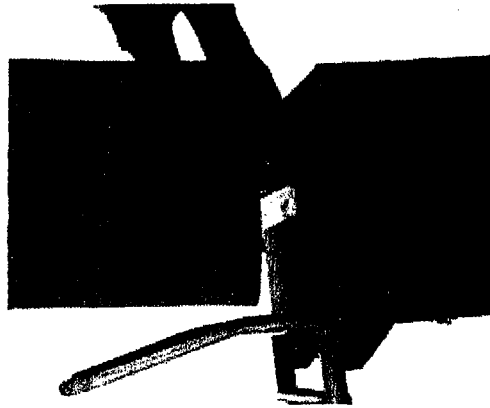
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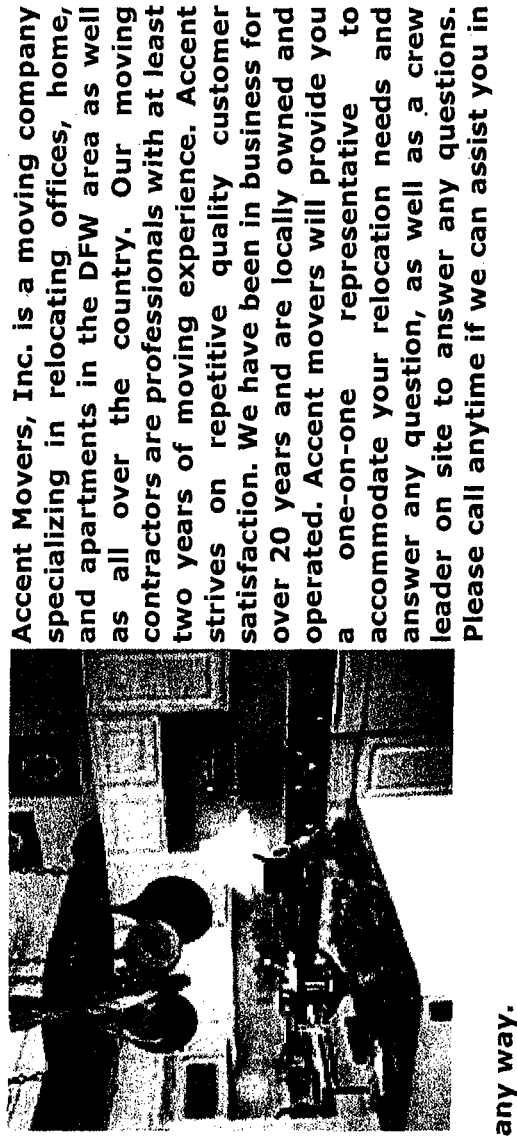
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# **ACCENT MOVERS, INC.**



## **Services**



Accent Movers, Inc. is a moving company specializing in relocating offices, home, and apartments in the DFW area as well as all over the country. Our moving contractors are professionals with at least two years of moving experience. Accent strives on repetitive quality customer satisfaction. We have been in business for over 20 years and are locally owned and operated. Accent movers will provide you a one-on-one representative to accommodate your relocation needs and answer any question, as well as a crew leader on site to answer any questions. Please call anytime if we can assist you in any way.

Accent Movers, Inc. is able to completely furnish the following services upon request:

- Truck loading/unloading
- Box unpacking/packing
- Same day service (most cases)
- Hourly rates
- Crating
- Disassembly/reassembly
- Single item moves

285

- Guaranteed quotes (w/list)
- Inner office/house
- Hoisting

In addition to the standard household furnishings, we are able to move the following:

- automobiles (most cases)
- hot tubs
- marble/glass
- commercial equipment (most cases)
- medical equipment
- pianos
- pool tables
- arcade games
- shop tools (most cases)
- modular units
- safes
- big screen TV's
- vending machines
- electronics
- antiques

325

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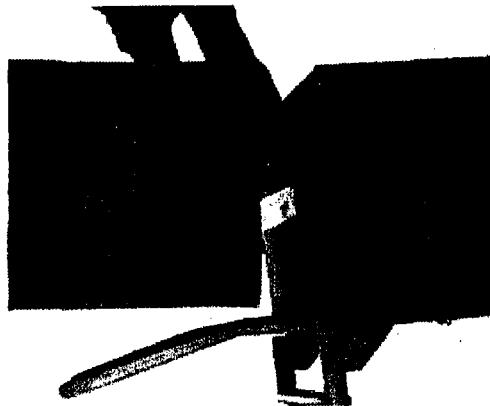
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**ACCENT**  
**MOVERS, INC.**



## Contact Us

Name:

E-mail:

Address:

City, State Zip:

Home Phone:

Work Phone:

Fax:

Comments:

TXDOT# 000537473b  
TXDOT. (800)299-1700

(972)264-7782 (817)834-5377

**Click here for a free estimate**

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**ABLE BODIED MOVERS**

Texas Moving Companies - Phone: (972)660-4433

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Boxes | [Free Guaranteed Moving Quotes](#) | [On-time arrivals](#) and more  
All as a courtesy for you business.

We are a full service moving company of homes, apartments, and offices in the Dallas, Fort Worth area. We will compete with pricing from any other moving company in Dallas or any other Texas moving company. We provide quality full services including truck loading and unloading, shipping to and from any Texas city, and box packing of your house hold goods. Our commitment to our cutomers is to provide the best moving experience possible. The moving teams we use are professionals with a minimum of three years of experience. Pricing is guaranteed prior to shipment and your satisfaction is our ultimate goal, every time. We are one of the most established companies for moving service in Texas. We are a family owned and operated company in Teaxas, and pride ourselves on being the best moving service company in Texas.

**Box Packing Materials and Service**

We supply boxes free of charge to anyone moving with our company, with or without our packing service. Our box pack service will be performed by our packing crew a few days prior to your move in most cases. The dedicated packing crews will carefully place your belongings into box packing materials designed for moving, so the job is done right. It is what you should expect from your moving company.

**Large Item Moving**

Our full moving service also requires that each moving crew is equipped with a clean well maintained truck each day. Each crew also has all of the moving pads, hand trucks, and dollies necessary to complete the moving of your home safely, in a timely manner. In addition to standard moves, we also have the ability to complete large item moving. We have all of the resources we need to handle your large item shipment. Other large item moving companies in Texas can not beat our low prices and efficiency, even though large item moving may be their primary service business. (Piano's, pool tables and hot tub moving just to name a few.)

6/19/09  
ID  
10/3

**We are a company that is committed to service!****We are your Texas Moving Company!****A Fort Worth Moving company****Texas Moving Crews**

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# ABLE BODIED MOVERS

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